17th November 2026

Newsteer
Real Estate Advisers

1 Waterhouse Square
London EC1N 2ST

[redacted]

Planning Inspectorate

By email only to –
HampshireWaterProject@planninginspectorate.gov.uk

Dear ExA,

Hampshire Water Transfer and Water Recycling Project
Planning Inspectorate Application Ref: WA010002
Interested Party Numbers [redacted]

I write with further comments in respect to the Hampshire Water Transfer and Water Recycling Project and the Applicant's dDCO. However, before commenting on the current position can you please take note that since registering an interest in proceedings I have moved employer and so can you ensure future correspondence is sent to me at Newsteer using the above address and my new email which is [redacted]@newsteer.co.uk

In terms of updated comment on engagement with the Applicant and the dDCO and for each of my Client's interests that are impacted by the project:

[redacted]
Interested Party: [redacted]

Following an exchange of emails with the Applicant's representatives, we have identified that their land referencing was out of date. We trust that the Applicant's dDCO documentation has now been updated to reflect current arrangements.

In terms of the scheme and its impacts, it is now understood that the Applicant wishes to take temporary possession of land (plot 06-100) that is held by my Client on a leasehold interest. Following various exchanges with the Applicant's representative we understand the Applicant seemingly has no immediate intention of attempting to agree a voluntary licence with our client despite my Client being ready, willing and able to discuss matters, and instead is intent of agreeing terms with the freeholder as they see the freeholder being as being the key party to negotiate terms with – we do not agree with this; my Client's lease actually says:

> *"Not to underlet the whole or any part of the Premises without the prior consent of the Landlord such consent not to be unreasonably withheld or delayed save that Ei Group Limited (and any Group company successors of Ei Group Limited) may grant underleases for a term up to 10 years,* ***licences*** *[emphasis added], or similar arrangements* ***without the Landlord's consent*** *[emphasis added] and is not required to comply with any requirements as set out in clause 5.9 ….."*

Additionally, the Applicant's agent has advised:

> *"Post-determination my client will appoint a principal contractor to deliver the detailed design. It is at this stage that we would look to negotiate a licence, as the appropriate details will be available."*

We do not agree with either the Applicant's view on who it should be negotiating with or when in the statutory process it should engage in negotiations for the following reasons:

1. My Client's lease clearly includes a clause that enables them to grant licences without landlord consent; and

2. Statutory powers are intended as a means of last resort and that acquiring authorities are expected to try to acquire land by agreement before resorting to compulsory purchase.

We hope that the Examining Authority agrees with us on these points, and assuming it does, then we look forward to meaningful engagement with the Applicant over documenting a voluntary licence agreement so that the scheme can proceed without need for the exercise of statutory powers.

The George Inn, [redacted]
Interested Party: [redacted]

Following an exchange of emails with the Applicant's representatives, the Applicant has accepted that they do not need permanent surface level rights over my Client's land that has been included in the dDCO. We trust that the Applicant's dDCO documentation has now been updated to reflect this acknowledgement.

Referencing again that statutory powers are intended as a means of last resort and that acquiring authorities are expected to try to acquire land by agreement, we now look forward to receiving an offer from the Applicant in connection to my Client's subsoil as nothing has yet been received despite the Examination process being underway.

Conclusion

I hope that this update on discussions with the Applicant is helpful and we look forward to having a constructive dialogue with the Applicant's representative with regard to putting in place voluntary agreements such that the Applicant can deliver their scheme without the need for statutory powers and which will allow my Client to withdraw from the Examination.

Yours sincerely,

[redacted]

For and on behalf of NewSteer Limited
[redacted]@newsteer.co.uk