



Llywodraeth Cymru  
Welsh Government



# > Compulsory Purchase Order (CPO) Manual

Edition 1

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This publication is the result of a joint initiative by the Planning Directorate, Homes and Places Division, and Land Division of the Welsh Government to enable a manual and best practice guidance to be produced for local authorities and other organisations and professionals associated with compulsory purchase procedures.

**The publication does not purport to be an authoritative interpretation of the law. It is the responsibility of acquiring authorities to satisfy themselves that they are acting:**

- (a) within the law, particularly the terms of the primary and secondary legislation,
- (b) in accordance with Planning Policy Wales and the guidance set out in [Welsh Government Circular 003/2019: Compulsory Purchase in Wales and 'The Cricheol Down Rules \(Wales Version, 2020\)'](#), and
- (c) in a way which respects the human rights of all those affected.

**The content of this publication does not constitute professional advice of any kind.**

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# Part One – Overview of the Compulsory Purchase Process and How to Use the Manual

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# Glossary of Definitions

Set out below is a list of terms and definitions commonly referred to when dealing with compulsory purchase matters.

## **Acquiring authority**

Bodies authorised through an Act of Parliament to acquire land by compulsion for a specific purpose.

## **Compensation code**

A collective term for the principles derived from Acts of Parliament and case law relating to compensation for compulsory acquisition.

## **Confirming authority**

Once a compulsory purchase order is made by the acquiring authority it must be approved by the confirming authority before it can be implemented. The confirming authority is either the relevant government minister (the confirmation of compulsory purchase orders in Wales is the responsibility of Welsh Ministers) or an independent inspector appointed by the relevant minister to take the confirmation decision on their behalf.

## **Duty to mitigate loss**

The duty of a claimant seeking compensation to take any reasonable steps open to them to reduce or avoid loss. For example, a claimant could mitigate loss by seeking a number of quotes from reputable contractors and instructing the cheapest.

## **Equivalence**

This is the overriding principle of compensation that people whose land is acquired compulsorily should be left neither better nor worse off financially as a result of their land being acquired.

## **Existing use value**

The market value of land reflecting what it is worth in its existing use.

## **General Vesting Declaration (GVD)**

A legal procedure used in connection with compulsory purchase whereby an acquiring authority, having secured confirmation of a compulsory purchase order, is able to obtain possession and ownership of the land. This is a procedure for the speedy acquisition of land and normal conveyancing practice does not have to be adopted.

## **Goodwill**

The price which a purchaser of a business is prepared to pay, above the value of the premises and stock, for the probability that customers will continue to resort to the old place of business or continue to deal with the firm of the same name: it is the benefit or advantage which a business has in its connection with its customers.

## **Home loss payment**

An additional sum paid to owner-occupiers and tenants of dwellings displaced by compulsory purchase or public redevelopment (on top of compensation based on the market value of the land/property which is taken)

## **Investment Property**

Generally, any property purchased with the primary intention of retaining it and enjoying the total return, i.e. income and/or capital growth, over the life of the interest acquired.

## **Land**

Land includes buildings and structures. Existing interests and rights in land, such as freehold or leasehold together with any existing rights can be compulsorily acquired either as a whole or in part.

## **Lawful development certificate**

A certificate obtainable on application to a local planning authority (under [section 191 or 192 of the Town and Country Planning Act 1990](#)) which confirms that an existing or a proposed land use, operation or activity is lawful for planning purposes.

## **Marriage value**

Latent value which is or would be released by the merger of two or more interests in land. For example, two adjoining parcels may be worth more as one property than the aggregate of their separate values. Similarly, two interests in the same property (such as the freehold and the leasehold) may have a greater value when merged than the sum of their individual values.

## **Minor tenancies**

A tenancy for a year or from year to year, or any lesser interest.

## **New Rights**

Compulsory purchase can be used by most acquiring authorities to create and acquire new rights over land. An example would be the creation of a right of way or a right of support.

## **No scheme principle**

The principle that the assessment of compensation ignores any increase or decrease in value caused by the acquiring authority's proposed scheme or the prospect of that scheme.

## **Noise Payment**

A noise payment is available to moveable homes within 300 metres of a new or altered road who have been seriously affected by increased noise levels as a result. It is payable at the discretion of the Highway Authority.

## **Notice of Entry**

A notice served on the owner and occupier(s) of a property by an authority possessing compulsory purchase powers requiring possession to be given by a date prescribed in the notice.

## **Notice to Treat**

A notice served on owners, lessees and mortgagees by an authority with compulsory purchase powers to acquire land. The notice gives particulars of the property to be acquired, demands details of the recipient's interest in the land and their claim for compensation and states that the authority is willing to treat for the purchase of the land.

## **Public Development**

A new or altered highway, aerodrome or other public works.

## **Qualifying person**

A qualifying person is:

- an owner, lessee, occupier or tenant of land within the compulsory purchase order; or
- a person who may have the right to claim compensation either because:
  - (i). they own rights in the land being acquired and these will be interfered with; or
  - (ii). the value of their land will/may be reduced as a result of works carried out on the land being compulsorily acquired (even though none of their land is being compulsorily acquired).

## **Ransom Value**

The ability to obtain a high price for a small area which is key to the site being developed. For example, where your land could unlock the development potential of an adjoining site by providing the only possible access to it.

## **Relevant date**

In the context of a public inquiry it is the date of the letter which the confirming authority sends to the acquiring authority and the objectors confirming that a public inquiry is to be held. This date is used to establish timetables for the inquiry procedure.

## **Remaining objector**

A qualifying person who has a remaining objection within the meaning of [section 13A of the Acquisition of Land Act 1981](#).

**Statement of Case**

A statement prepared by the acquiring authority which sets out full particulars of the case to be put forward at the inquiry and justifies the reasons for making the compulsory purchase order.

**Statement of Reasons**

Sets out the authority's reasons for seeking to acquire the land and will accompany the compulsory purchase order.

**Taking of Entry**

This is the act of an acquiring authority physically entering and taking possession of a property following service of Notice to Treat and Notice of Entry.

**Tenant at will**

A person having no greater interest in the land than as tenant for a year or from year to year.

**Upper Tribunal (Lands Chamber)**

A tribunal for England and Wales set up under the [Lands Tribunal Act 1949](#) and proceeding in accordance with rules made by the Lord Chancellor. Its jurisdiction, amongst others, includes adjudication on disputed compensation for the compulsory acquisition of land. The tribunal comprises the President (who must be a barrister or have held judicial office) and members who are all either legally qualified or experienced in valuation.

## Useful Contacts

Set out below is a list of contact details of bodies and organisations who may be able to offer their advice on matters relating to compulsory purchase.

| Organisation                                       | Contact details  |
|--|--|
| Central Association of Agricultural Valuers (CAAV) | <p>Harts Barn Farmhouse,<br/>Monmouth Road,<br/>Longhope,<br/>Gloucestershire<br/>GL17 0QD</p> <p>E-mail: <a href="mailto:enquire@caav.org.uk">enquire@caav.org.uk</a><br/>Telephone: 01452 831815<br/>Website: <a href="http://www.caav.org.uk">www.caav.org.uk</a></p> |
| Compulsory Purchase Association                    | <p>4a Woodside Business Park<br/>Whitley Wood Lane<br/>Reading RG2 8LW</p> <p>Telephone: 0118 987 2266<br/>Website: <a href="https://www.compulsorypurchaseassociation.org">https://www.compulsorypurchaseassociation.org</a></p>  |
| Country Land and Business Association              | <p>16 Belgrave Square<br/>London<br/>SW1X 8PQ</p> <p>E-mail: <a href="mailto:wales@cla.org.uk">wales@cla.org.uk</a><br/>Telephone: 01547 317085<br/>Website: <a href="https://www.cla.org.uk/">https://www.cla.org.uk/</a></p>   |
| National Farmers Union (NFU) Cymru                 | <p>Agriculture House,<br/>Llanelwedd,<br/>Builth Wells<br/>LD2 3TU</p> <p>Telephone: 01982 554200<br/>Website: <a href="https://www.nfu-cymru.org.uk/home/">https://www.nfu-cymru.org.uk/home/</a></p>   |
| Planning Aid Wales                                 | <p>First Floor,<br/>174 Whitchurch Road<br/>Cardiff<br/>CF14 3NB</p> <p>E-mail:<br/>Telephone: 02920 625004<br/>Website: <a href="http://www.planningaidwales.org.uk">www.planningaidwales.org.uk</a></p>  |

|   |   |
|---|---|
| <p>The Planning Inspectorate<br/>Wales</p>                              | <p>Specialist Case Work<br/>Government Building<br/>Cathays Park<br/>Cardiff,<br/>CF10 3NQ</p> <p>E-mail: <a href="mailto:wales@planninginspectorate.gov.uk">wales@planninginspectorate.gov.uk</a><br/>Telephone: 0303 444 5940<br/>Website: <a href="https://gov.wales/planning-inspectorate">https://gov.wales/planning-inspectorate</a></p>                    |
| <p>Royal Town Planning<br/>Institute (RTPI) Cymru</p>                   | <p>Studio 107<br/>Creative Quarter,<br/>Morgan Arcade,<br/>Cardiff<br/>CF10 1AF</p> <p>E-mail: <a href="mailto:wales@rtpi.org.uk">wales@rtpi.org.uk</a><br/>Telephone: 020 79298181<br/>Website: <a href="https://www.rtpi.org.uk/">https://www.rtpi.org.uk/</a></p>  |
| <p>Royal Institution of<br/>Chartered Surveyors<br/>(RICS) in Wales</p> | <p>4 Park Place,<br/>Cardiff,<br/>CF10 3DP</p> <p>E-mail: <a href="mailto:RICSWales@rics.org">RICSWales@rics.org</a><br/>Telephone: 024 7686 8555<br/>Website: <a href="http://www.rics.org">www.rics.org</a></p>   |
| <p>Upper Tribunal (Lands<br/>Chamber)</p>                               | <p>5th floor, Rolls Building<br/>7 Rolls Buildings<br/>Fetter Lane<br/>London EC4A 1NL</p> <p>Email: <a href="mailto:lands@justice.gov.uk">lands@justice.gov.uk</a><br/>Telephone: 020 7612 9710<br/>Website: <a href="https://www.gov.uk/courts-tribunals/upper-tribunal-lands-chamber">https://www.gov.uk/courts-tribunals/upper-tribunal-lands-chamber</a></p> |

# Section A - Overview of the Compulsory Purchase Process

## The Manual

1. Following the coming into force of the [Wales Act 2017](#), the Welsh Ministers were given legislative competence in respect of compulsory purchase powers and procedures relating to devolved matters i.e. land-use planning, transport, listed buildings, housing, health, education etc. Matters relating to land compensation are reserved to the UK Government and, as such, the Welsh Ministers have no powers to amend legislation underpinning the compensation regime in Wales. This Manual gives step by step guidance on the use of certain powers for the compulsory acquisition of land in Wales, as the law stood in INSERT MONTH 2020.
2. It outlines the context in which the majority of available powers may be used, sets out the procedures that should be followed, and draws attention to best practice. It is divided into topics, and you need only refer to the relevant parts. For example, [Part Two](#) of the manual starts with 15 sections, but only one of these will correspond with any one compulsory purchase power.
3. To make the Manual user-friendly it has been necessary to simplify, generalise and exclude some aspects. It should not be regarded, therefore, as a textbook or encyclopaedia on the subject of compulsory purchase.
4. The term “acquiring authority” is used throughout the Manual and refers to those bodies authorised by statute to acquire land by compulsion for a specific purpose i.e. local authority, agency, statutory undertaker, or operator with compulsory purchase powers.
5. The Manual is not intended to be a substitute for expert advice. An acquiring authority, intending to use its compulsory purchase powers, should ensure from the outset that it has experienced advisors available on all the aspects involved.

## The Acquisition of Land and Compulsory Purchase

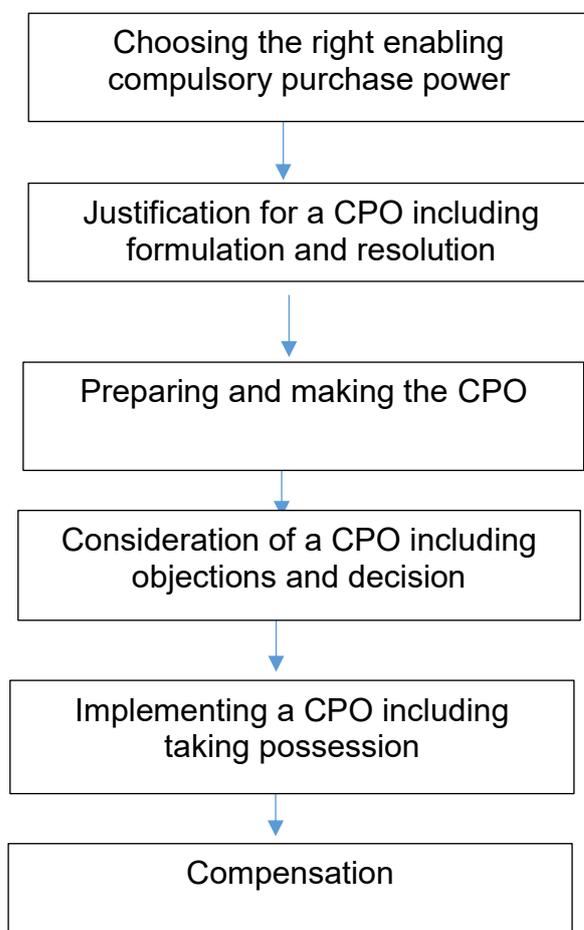
6. Most local authorities, statutory undertakers and similar bodies may acquire land and interests in property by agreement to carry out their functions. In each case it should check under which statutory power it is able to do so.
7. Whereas acquisition by agreement is always favoured, when this does not prove practicable or possible - for a variety of reasons, including price - a power of compulsory purchase will often be available.
8. Compulsory purchase is a mechanism by which certain bodies (known as ‘acquiring authorities’) can acquire land without the consent of the owner. Compulsory purchase powers can support the delivery of a range of development, regeneration and infrastructure projects in the public interest. In doing so, they can help to bring about improvements to social, economic and environmental well-being.

9. The compulsory purchase of land is a serious action which requires sensitivity, close attention and a great care. The statutory procedures for using compulsory purchase powers are stringent. The powers always require confirmation by the Welsh Ministers who must be satisfied the taking of land compulsorily is necessary and the powers used must comply with the statutory requirements including public sector bodies' duties under:
- (a) [Section 149 of the Equality Act 2010](#) – see [paragraphs 18 - 19 of Circular 003/2019](#); and
  - (b) the [Well-Being of Future Generations \(Wales\) Act \(“WBFGA”\) 2015](#) – see [paragraphs 13 - 17 of Circular 003/2019](#).

Not all acquiring authorities in Wales are public bodies for the purposes of the Equality Act 2010 and WBFG Act i.e. utility companies, electricity licence holders etc. As such, the duty under the WBFG Act does not apply to these types of acquiring authorities. The Welsh Ministers do however recommend as best practice that non-public bodies who are seeking to use and justify their compulsory purchase powers in Wales do so in accordance with the requirements of the WBFG Act. In addition there must be a compelling case in the public interest for doing so. Regard should also be had to the provisions of Article 1 of The First Protocol to the European Convention on Human Rights (“ECHR”) and, in the case of a dwelling, Article 8 of the ECHR which provides the right to respect to a person’s home.

### **The Compulsory Purchase Process**

10. The compulsory purchase process covered by this Manual can be illustrated by this flow chart:



11. To compulsory acquire land acquiring authorities should choose the right enabling power. There are a number of enabling powers which specify the purposes for which land can be acquired under the particular power. Acquiring authorities should look to use the most specific enabling power for the purpose in mind and which encapsulates the whole project. Justification involves defining, formulating and justifying use of the relevant enabling compulsory purchase power. This leads to a resolution by the acquiring authority to seek confirmation of the power to compulsorily acquire land. Once a resolution has been given, a compulsory purchase order (CPO) must be prepared and made to enable public scrutiny. The submission of objections leads to the consideration of the order by an inspector by either written representations or a public inquiry. The inspector will either submit a recommendation to the Welsh Ministers who will issue their decision on the CPO or make the decision themselves. If no objections are received to the order, the Welsh Ministers can, under certain circumstances, delegate the confirmation decision back to the acquiring authority to make. If the CPO is confirmed it will enable the implementation of the CPO. This involves taking possession of the land on the basis of appropriate compensation, settled if necessary by reference to the Upper Tribunal (Lands Chamber) or other means of alternative dispute resolution.
12. The process is bound by legislation, administrative rules and procedures, together with case law. Much of this is intended to safeguard the rights of individuals against the actions of an acquiring authority.

### **The Purpose of the Manual**

13. It is the purpose of this Manual to make the compulsory purchase process more understandable and transparent. It is designed to assist anyone having direct responsibility for the preparation of a CPO and its application, to anticipate all that is necessary and to carry out the process efficiently, effectively, fairly and with confidence.
14. It is important to note the execution of the works for which the land is to be acquired falls outside the scope of this Manual, which covers the stages of assembling the land to facilitate a project.
15. Nevertheless, acquiring authorities are reminded that managing the impact of the works associated with a project requires as much forethought, care and attention as the acquisition of the land itself.
16. Many complaints about compulsory purchase arise not from the process itself, but from damage, disturbance, inadequate accommodation works, failure to maintain access, poor programming, avoidance of liability, and similar difficulties relating to carrying out the project, both within the compulsory purchase area and outside it.
17. Acquiring authorities should ensure all such matters are considered and discussed with affected parties beforehand, during the compulsory purchase process, and not left until they raise difficulties.
18. The use of codes of practice to cover the execution of works is encouraged.

## **The Context of Compulsory Purchase**

19. The compulsory purchase process should not be treated in isolation.
20. The acquisition of land compulsorily is always part of a wider purpose. It is part of carrying out a project for which the acquiring authority has direct responsibility (or is empowered to enable others to carry out) and for which it has been given the power to purchase land compulsorily, if that proves necessary.
21. Every project for which compulsory purchase powers may be used will be based on a statutory obligation, responsibility, or discretion exercised by a body regulated by statute. The project will arise out of a need to remedy something, provide a facility, or meet a policy initiative.
22. The efficient, effective and fair use of a compulsory purchase power depends largely on good overall management of the project for which it is to be used. The Manual emphasises this management theme.

## **Management of the Process**

23. All projects involving the use of compulsory purchase start with a public responsibility or policy objective that will be translated in one way or another into a proposal. The proposal will have to be brought forward in a regulated and proper manner. As the proposal becomes a project it will have to be worked out in some detail; it will need financing, and then implementing. Where land or property rights are needed to carry out the project, they will have to be acquired as part of the process.
24. Good management of a project will ensure that it runs smoothly, through the co-ordination, linking and overlapping of the steps that have to be taken - integrating the statutory basis for the project with its funding sources and the assembly of land, to ensure its implementation.
25. The management of any project involving the possibility of land acquisition by compulsion will have the same basic framework, with the compulsory purchase process being only part of a series of interrelated steps and actions. The project management framework for different projects will change in detail and extent, but not in principle.
26. The project management guidance contained in Part Four of the Manual is purposely written to give guidance for complex projects. Clearly, it would be unnecessarily cumbersome and over-complicated to follow the suggestions on project management in every case. A case-by-case approach should be adopted and users of the Manual should tailor the project management of the process to the particular circumstances.
27. For example, the full project management framework may not be appropriate when dealing with the compulsory purchase of a single property under housing legislation, or for the protection of a listed building. In such cases a much simpler management approach would be appropriate.
28. Nevertheless, the general principles of good project management and best practice should always be applied.

## The Arrangement of the Manual

29. Alongside this Part, the Manual is divided into a further four Parts. These are:

- [Part Two: Powers and Policy](#) - sets the scene for the use of compulsory purchase powers for the range of purposes covered by the Manual. This should be the first point of reference.
- [Part Three: Contact with People](#) - provides guidance on how to keep people informed about what the acquiring authority intends to undertake, and how to approach negotiations with affected owners and occupiers of property which the authority needs to acquire.
- [Part Four: Management of the Process](#) - provides guidance on the project management of a CPO in its wider context.
- [Part Five: Compulsory Purchase Procedures](#) - provides an end-to-end overview of the CPO process including: preparing and justifying a CPO, considering objections, submission to the Welsh Ministers for confirmation, and dealing with the results of a confirmed order. It also provides detailed guidance on the procedures for the compulsory purchase of land involving severed land, the conveyancing of land which is the subject to a CPO, and the consideration of blight notices.

30. [The Appendices](#) to the Manual provide important sources of reference, including examples and templates of compulsory purchase related documentation, and case studies on the use of compulsory purchase powers.

## Powers Not Covered by the Manual

31. The Manual covers most powers of compulsory purchase likely to be used by acquiring authorities in Wales and which the confirming responsibility has been transferred to the Welsh Ministers. The powers cover a very wide range of purposes. However, compulsory purchase powers are provided solely and strictly to enable an acquiring authority to carry out its specific statutory functions.

32. The Manual does not cover:

- powers of compulsory purchase derived from the [Transport and Works Act 1992](#) authorising the construction and operation of guided transport projects (e.g. railways, tramways);
- powers of compulsory acquisition derived from the [Planning Act 2008](#) authorising the construction and operation of a Nationally Significant Infrastructure Project (NSIP);
- a hybrid act of Parliament, such as the [Cardiff Bay Barrage Act 1993](#), which is one promoted by the government and extends to England and Wales but applying specifically in terms of its compulsory purchase provisions to affected landowners;
- a harbour revision order and a harbour empowerment order under the [Harbours Act 1964](#);
- matters specifically reserved to the UK Parliament these include oil and gas, nuclear energy, electricity generation and telecommunications provision.

The Manual relates to the use of compulsory purchase powers to make a CPO which is provided by a specific act of Parliament i.e. the [1990 Act](#) and requires the approval of the Welsh Ministers. The other methods of compulsory purchase referred to above have their own applicable guidance and practice.

33. The Manual does not cover the specific powers available to a utility company or statutory undertaker (derived from the statutes governing its activities) to:
- (a) acquire compulsorily new rights over land such as wayleaves and easements; or
  - (b) permit access to land for the purposes of carrying out works, without the making of a CPO.

For example, powers available to a statutory undertaker to make a CPO under the [Electricity Act 1989](#) or a licensed telecommunications operator to acquire wayleaves in accordance with the provisions of the [Communications Act 2003](#) are not covered.

### **The Statutory Procedures and the Process**

34. Whereas the sources of the powers for compulsory purchase are many and appear in the legislation, the statutory procedures by which most CPOs may be confirmed and put into effect, derive from the same statute and statutory instruments, namely:
- (i.) the [Acquisition of Land Act 1981](#); coupled with
  - (ii.) the [Compulsory Purchase of Land \(Prescribed Forms\) \(National Assembly for Wales\) Regulations 2004](#) which prescribe the forms to be used in connection with compulsory purchase procedures;
  - (iii.) the [Compulsory Purchase of Land \(Written Representations Procedure\) \(National Assembly for Wales\) Regulations 2004](#); and
  - (iv.) the [Compulsory Purchase \(Inquiries Procedure\) \(Wales\) Rules 2010](#).
35. [Part Five](#) of the Manual sets out in detail the common procedures that need to be followed in the majority of cases.
36. The effect of these common procedures is that the majority of CPOs follow the same steps of preparation, approval and application, the common fundamentals of which are:
- (a) identification of the land and/or interests required;
  - (b) identification of the owners of the land;
  - (c) preparation of an order and its justification;
  - (d) the submission of the CPO to the Welsh Ministers;
  - (e) consideration of objections by an inspector, appointed by the Welsh Ministers, either via written representations or a public inquiry;
  - (f) confirmation by the Welsh Ministers if they are satisfied the powers should be used;
  - (g) the acquisition of the land; and
  - (h) negotiation or determination of compensation for the acquisition.
37. A small number of the powers covered by the Manual are governed by statutory provisions that vary from the common procedures and these are drawn to attention in the Manual.

38. Some powers are not governed by the [Acquisition of Land Act 1981](#) (“the 1981 Act”). Most of these are rarely used, for example, compulsory purchase under the [Pipe-lines Act 1962](#). This compulsory power is covered by the Manual.
39. Irrespective of the ability to acquire by compulsion, efforts should be made throughout the process to acquire the required land by agreement through negotiation once the acquiring authority has satisfied itself that it has the power to do so.

### **Important Terms**

40. The Manual's general [glossary of definitions](#) which can be found at the beginning of this Part and should be referred.

### **Acquisition of New Rights**

41. Aside from the powers available to utility companies referred to above (and excluded from this Manual) there are various powers available to public authorities for the acquisition of new rights. A small number of enabling acts, such as the [Highways Act 1980](#), contain specific powers for the acquisition of new rights. However, most enabling acts do not contain the specific power and where a local authority is the acquiring authority they will therefore have to utilise the [Local Government \(Miscellaneous Provisions\) Act 1976](#).
42. The powers in the [Local Government \(Miscellaneous Provisions\) Act 1976](#) may be used either in isolation or in conjunction with another enabling Act where new rights are to be acquired in addition to existing property interests.
43. Guidance on the use of these powers is given in [Section K in Part 2 of Welsh Government Circular 003/2019 on Compulsory Purchase and ‘The Criche Down Rules \(Wales Version, 2020\)’](#).

## Section B – Overview of How to Use the Manual

### The First Step

44. You should refer first to the main contents page of the Manual. Here, the wide range of purposes covered by the Manual for which compulsory purchase powers may be used are listed under [Part Two](#). From this list, identify which power is to be, or is being, used, and use that section of [Part Two](#) as the starting point.
45. If the acquiring authority is a local authority, and the purpose for which compulsory purchase powers are being considered is not listed, you should turn to Section O of [Part Two](#) where a general power of acquisition available to local authorities is dealt with. Some other bodies may also use this general power if specially authorised to do so.
46. As an example of this arrangement, [Section A of Part Two](#) should be referred to if the purchase of land is for planning purposes; [Section C of Part Two](#) if the purchase is for a highway or car park. Similarly, [Section D of Part Two](#) should be consulted for water supply or sewerage purposes; and [Section J of Part Two](#) for an acquisition in relation to a country park.
47. The relevant sections of [Part Two](#) have different contents, depending on the purpose selected. All Sections provide an introduction to the use of the available powers, their source, administrative and procedural guidance, and a review of ministerial policy on the use of the powers. Suggestions about best practice are included in all sections.

### Contact with People and the Procedures

48. Part Three of the Manual provides guidance on keeping people informed about the acquiring authority's actions, and negotiation with people affected directly by a CPO.

### Project Management Programmes

49. [Part Four](#) provides an overview of a typical project management framework applicable to the exercise of a compulsory purchase power is explained in detail.
50. There is a suggested project management programme which, with related commentary, serves to illustrate the inter-relationship of the compulsory purchase process with the management of the whole project, and shows also the timing of the various steps that have to be taken.
51. Checklists and best practice guidance provide a basis for putting into place and monitoring project management arrangements designed to ensure overall efficiency in the delivery of the project, and the effective and fair use of any necessary compulsory purchase.
52. The extent to which the project management guidance will be relevant to the particular circumstances of the project being dealt with should be considered, adapting and applying the principles of the guidance as appropriate.

## Statutory Procedure

53. [Part Five](#) of the Manual provides guidance and best practice on the statutory procedures to be followed to obtain confirmation of a CPO and its implementation. It also provides guidance on the statutory procedures to be followed to where the compulsory purchase of land involves severed land, the conveyancing of land which is the subject to a CPO, and the consideration of blight notices.

## Manual Format

54. The chosen Section of [Part Two](#) and [Part Five](#) of the Manual (together with the Appendices) are designed to be used together, within the overall embrace of the guidance given on contact with people given in [Part Three](#) and the project management guidance given in [Part Four](#).
55. The electronic format of the Manual with hyperlinks enables users to link back and forth between the relevant Section of [Part Two](#) and other parts of the Manual

## References

56. Throughout the Manual, there are various references. Some are cross-references to other Sections of the Manual, whilst other are to freestanding documents, with web links provided for ease of use.
57. Within the Manual, the reference will generally be to the Part and Section (e.g. [Section A of Part Two](#)) and a hyperlink provided which should allow easy access. If a reference is to the Appendices, the specific location will be provided by way of a hyperlink.

## Generally

58. The Manual has been designed to be as straightforward and practical as possible, to open up and steer the user through a complex and legalistic process without being overwhelmed by detail.
59. Although every effort has been made to ensure the content of the Manual is correct, it has not been the intention to cover every conceivable aspect of the compulsory purchase process. It therefore remains for the user to ensure that appropriate advice is taken on any unusual or particularly complicated point that may arise in a particular case.
60. The electronic only format of the Manual will facilitate updating and improvement. Updates will be issued as and when they required.

## Part Two – Powers and Policy

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# Section A: Compulsory purchase orders made under section 226 of the Town and Country Planning Act 1990

## Introduction

1. You will have turned to this section of the Manual because you are involved with the possibility that your local authority will need to use compulsory purchase powers to acquire land to undertake a scheme in its role as the planning authority.
2. Here you will find a general introduction to the use of such powers, the source of the powers, the purposes for which they may be used, and the procedures involved.
3. A summary of Welsh Government advice and guidance is given in [Welsh Government Circular 003/2019: Compulsory Purchase in Wales and 'The Criche Down Rules \(Wales Version, 2020\)' \("Circular 003/2019"\)](#) which is discussed further under the heading Departmental Guidance and Procedural Advice.
4. You should read and keep in mind throughout the project the approach to informing people affected by compulsory purchase, and giving them guidance, outlined in [Section B of Part Three](#) of the Manual. Likewise, you should take account of the guidance given in [Section C of Part Three](#) about negotiations with affected parties.
5. Where appropriate, you are urged to have regard to the project management approach advocated in [Part Four](#) of the Manual, adapting it to the particular circumstances of your project.
6. For step by step guidance on the procedures for making a CPO, seeking confirmation and implementing it you should refer to [Part Five](#) of the Manual.
7. Throughout the Manual you will find best practice notes at the end of each section which are designed to prompt and remind you of important things to take into account.
8. You should always refer to [Circular 003/2019](#) for guidance, when necessary.
9. The intention of the Manual is to assist you, your colleagues and specialist advisors to enable your local authority to use its powers for compulsory purchase positively, but fairly.

## Powers Covered by this Section

10. This section of the Manual covers the powers available to a local authority for the compulsory acquisition of land and the creation of new rights to enable it to meet its responsibilities and declared objectives in connection with development and other planning purposes.
11. The [Town and Country Planning Act 1990](#) (the 1990 Act) gives the principal powers. The power to create new rights is given by the [Local Government \(Miscellaneous Provisions\) Act 1976](#).

12. The 1990 Act also confers specific powers in relation to highway acquisition, although this power is only exercisable by a Highway Authority and in limited circumstances. These are not covered in this section.

### **Schemes Covered by this Section**

13. Compulsory purchase powers provided by the 1990 Act may be used by a local authority to achieve, for example:
  - (a) the redevelopment of part of a town or city centre;
  - (b) the renewal of a derelict area, vacant land or redundant buildings;
  - (c) the assembly of previously developed land for new development; or
  - (d) comprehensively planned development of greenfield land.

The local authority should only exercise its compulsory purchase powers in this instance where there is a compelling case in the public interest.

14. The powers given to a local authority to acquire land enable it to take a positive role where it judges it necessary to achieve the implementation of proposals in development plans or where strong planning justification for the use of the power exists, normally in partnership with, or to facilitate development by, the private sector or other agencies.
15. The extent of acquisition can vary considerably, ranging from the assembly of many hectares to a small area such as an access strip. However, the principles behind such acquisitions and the procedures to be followed are the same. Case studies on the successful use of compulsory purchase powers under [section 226 of the 1990 Act](#) are provided in Appendix 22 to the Manual.

### **Acquisition by Agreement**

16. Although this Manual focuses on compulsory acquisition, local authorities are reminded they are normally expected to make every effort to acquire land needed for their purposes by agreement. See Negotiations with Affected Parties in [Section C of Part Three](#) of the Manual.  
[Click to view Best Practice Note A.1](#)
17. [Section 227 of the 1990 Act](#) confers specific but widely drawn powers on a local authority to purchase by agreement any land which is required for development or other planning purposes, as defined by [section 226 of the 1990 Act](#) - see paragraphs 24 and 25 below.
18. In addition, [section 120 of the Local Government Act 1972](#) permits a local authority to acquire land by agreement for any of its authorised purposes. See [Section O](#) of this Part of the Manual.
19. A local authority intending to purchase land by agreement for planning purposes will normally rely on the specific power of the 1990 Act. However, the general power of the Local Government Act 1972 may be more suitable in some cases - for example, where land is to be used for more than one purpose, and where the areas intended for specific purposes have not yet been defined.
20. Land that has been acquired by a local authority by agreement for a particular purpose can be appropriated subsequently for another purpose. However, it should be noted that this power, contained in the Local Government Act 1972, is subject to certain restrictions (see [section 122 of the Local Government Act 1972](#)).

## **Powers to Acquire Compulsorily**

21. When acquisition by agreement is not possible, or agreement cannot be reached on acceptable terms or for other reasons, a local authority may use its power of compulsory acquisition where there is a compelling case in the public interest, subject to ministerial confirmation. These powers are provided by [section 226 of the 1990 Act](#), which authorises the acquisition of land, including existing rights.
22. [Section 13 of the Local Government \(Miscellaneous Provisions\) Act 1976](#) provides for the creation of new rights. This can be done either separately or together with the acquisition of land. See [Section K in Part 2 of Circular 003/2019](#) for guidance on the acquisition of new rights.
23. Instead of seeking to acquire outright ownership, it may be appropriate in some circumstances either to acquire a pre-existing lesser interest or to use the above powers to create a new right.  
[Click to view Best Practice Note A.2](#)
24. [Section 226\(1\) of the 1990 Act](#) gives a local authority power to acquire compulsorily:
  - (a) any land in their area if the authority think that the acquisition will facilitate the carrying out of development, re-development or improvement on or in relation to the land, and if they think that the development, re-development or improvement is likely to contribute to the promotion or improvement of the economic, social and environmental well-being of their area, or
  - (b) any land in their area which is required to achieve the proper planning of an area.An example of (b) might be the provision of access to amenity land which may not require planning permission.  
[Click to view Best Practice Note A.3](#)
25. In addition, [section 226\(3\) of the 1990 Act](#) gives a local authority the power to acquire:
  - (a) any adjoining land which is required for carrying out works for facilitating the development or use of the main area of land which is being acquired; or
  - (b) any land which is to be given in exchange for land being acquired which forms part of a common or open space or fuel or field garden allotment.
26. The purposes for which the 1990 Act powers of compulsory acquisition may be used reflect the wide responsibilities of local authorities in respect of their planning duties and may be used to assemble land for regeneration and other schemes where the range of activities or purposes proposed mean no other single specific compulsory purchase power would be appropriate.
27. Although the Welsh Ministers are not required to have regard to the provisions of the development plan when confirming a compulsory purchase order (CPO), a development plan will nevertheless provide an important element in the justification of the CPO in the public interest.  
The Welsh Ministers will need to give it due weight in accordance with the provisions of [section 38 of the Planning and Compulsory Purchase Act 2004](#) along with national planning policy contained in Planning Policy Wales.

28. Some of the specific compulsory purchase powers available to local authorities overlap, giving an authority a possible choice of enabling powers. For example, acquisition of land to facilitate a housing development could be covered by powers given by the 1990 Act or powers given by the Housing Act 1985.
29. It is not considered best practice to use 1990 Act compulsory purchase powers where other legislation makes specific provision for compulsory purchase for the intended purpose. If the 1990 Act powers are used, the accompanying statement of reasons should make clear justification for using these powers (see [Section U in Part 4 of Circular 003/2019](#)).
30. However, the choice of the appropriate power is for the local authority to make and justify, having regard to the legislation under which it is proceeding. It has been made clear that the Welsh Ministers will not refuse to confirm a CPO solely on the ground that it could have been made under another power (see [Section B in Part 2 of Circular 003/2019](#)).
31. A local authority is advised not to cite more than one enabling power in a CPO. It should either make separate CPOs or consider the use of [section 121 of the Local Government Act 1972](#) (see [Section O](#) of this Part of the Manual), which enables a local authority to acquire land compulsorily for any of its authorised purposes, subject to certain restrictions.
32. Where new rights are to be acquired, the local authority must cite the [Local Government \(Miscellaneous Provisions\) Act 1976](#), in addition to the enabling Act.

#### **Procedure for Making a Compulsory Purchase Order**

33. A CPO made under [section 226 of the 1990 Act](#) is required to conform with the procedures of:
  - (a) the [Acquisition of Land Act 1981](#); coupled with
  - (b) the [Compulsory Purchase of Land \(Prescribed Forms\) \(National Assembly for Wales\) Regulations 2004](#) which prescribe the forms to be used in connection with compulsory purchase procedures.

Where objections to a CPO are to be considered by:

- (c) the written representations procedure, the procedure is governed by the [Compulsory Purchase of Land \(Written Representations Procedure\) \(National Assembly for Wales\) Regulations 2004](#); or
  - (d) the public inquiry procedure, the procedure is governed by the [Compulsory Purchase \(Inquiries Procedure\) \(Wales\) Rules 2010](#).
34. Detailed guidance on the procedures for making a CPO, and for seeking confirmation and implementing a confirmed CPO is given in [Part Five](#) of the Manual. The statutory procedures must be observed strictly.
  35. Where it is appropriate, the use of the guidance given in [Part Five](#) of the Manual should be set in the context of the project management approach advocated in [Part Four](#) of the Manual.

## Compensation

36. Compensation for compulsory acquisition is assessed in accordance with principles derived from statute and case law, collectively referred to as the 'Compensation Code'
37. Although this Manual does not cover compensation in detail, it is important for the user who is not an expert to have a basic knowledge of the subject to:
  - (a) prompt proper assessment of the authority's liabilities; and
  - (b) ensure helpful information is given to those directly affected by a CPO.
38. Paragraphs 512 – 675 in [Part Five](#) of the Manual should be referred to for general guidance on compensation including blight from the effects of compulsory purchase.

## The Confirming Minister

39. A CPO made under the 1990 Act has to be considered and, if deemed acceptable, be confirmed by the Welsh Minister with responsibility for matters relating to land use planning. A list detailing the Ministerial Responsibilities of the Welsh Ministers can be found [here](#).
40. The CPO should be submitted to the Welsh Ministers via the Planning Inspectorate Wales.

## Policy on the Use of Compulsory Purchase Powers

41. The Welsh Government policy on the use and confirmation of compulsory purchase powers for planning and regeneration purposes can be interpreted from national planning policy contained in Planning Policy Wales and guidance contained in [Circular 003/2019](#).  
[Click to view Best Practice Note A.4](#)

## Departmental Guidance and Procedural Advice

42. The main guidance on the making and submission for confirmation of CPOs to which the [Acquisition of Land Act 1981](#) applies is set out in [Circular 003/2019](#). Specific guidance is provided in [Section A in Part 2 of Circular 003/2019](#) on compulsory powers for CPOs made for planning and regeneration purposes under the 1990 Act.
43. To assist those making CPOs under the 1990 Act, general guidance is provided in [Part 1 of Circular 003/2019](#) on justification for making a CPO, preparing and making a CPO, the confirmation process, implementation, and compensation. [Part 3 of Circular 003/2019](#) provides guidance on procedural issues.  
[Click to view Best Practice Note A.5](#)
44. The purpose of the guidance given in [Circular 003/2019](#) is to ensure as far as possible that no CPO is delayed or proves defective because of procedural faults, or through non-compliance with statutory or administrative requirements.
45. The principles of the guidance given in [Circular 003/2019](#) have been built into the guidance given in this Manual. The aim is to ensure the compulsory purchase process is managed efficiently and with care, avoiding both wasted time and expense, and reducing pressure on those directly affected by a CPO. Nevertheless, [Circular 003/2019](#) remains a primary source of reference to be read and followed alongside this Manual.  
[Click to view Best Practice Note A.6](#)

46. There is knowledge and experience about the procedural and administrative aspects of CPOs in the Welsh Government's Land Division which could be of benefit to local authorities.
47. A local authority is expected to seek its own legal and professional advice when making a CPO, but it may seek advice if necessary from the Welsh Government :
  - (a) in general terms on powers and procedures;
  - (b) on specific proposals if there is doubt about the powers available, the choice of powers, or Welsh Government policy; and
  - (c) on the form of a draft CPO and its documentation where there is doubt about a particular point, but general vetting of a CPO should not be expected.
48. The Welsh Ministers have a quasi-judicial function in arriving at a decision about the confirmation of a CPO. This places a constraint on the manner in which officials may respond to direct requests for advice.
49. All such advice will be given informally and without prejudice to the consideration of any CPO by the Welsh Ministers. But:
  - (a) no legal advice will be offered, nor will any comment be made on the merits of a draft statement of reasons; and
  - (b) there can be no discussion whatsoever on the merits of a particular CPO.

## **Best Practice**

### Best Practice Note A.1

50. Local authorities should, where practicable, seek to acquire land required for their purposes by agreement before embarking on compulsory purchase.

[Click to return to paragraph 16](#)

### Best Practice Note A.2

51. There may be circumstances in which a local authority's objectives could be achieved by acquiring a pre-existing lesser interest or creating a new right instead of acquiring outright ownership. This possibility should be given careful consideration.

[Click to return to paragraph 23](#)

### Best Practice Note A.3

52. When making CPOs under [section 226\(1\)\(a\) of the 1990 Act](#) for the purpose of promoting or improving the economic well-being of an area, acquiring authorities should consider what the potential spin-off benefits will be such as the generation of jobs and investment.

[Click to return to paragraph 24](#)

### Best Practice Note A.4

53. For guidance on current policy on the use of compulsory purchase powers, obtain and study inspectors' reports and decisions on recent relevant CPOs, particularly those reported as having significant policy implications. Inspectors' reports and decisions can be requested from the relevant department of the Welsh Government. Relevant case law should also be taken into account.

[Click to return to paragraph 41](#)

### Best Practice Note A.5

54. Local authorities should be sure:
- (a) there is a sound policy basis for the use of compulsory purchase powers;
  - (b) the need and justification for the use of the powers is clear; and
  - (c) the scheme has a reasonable prospect of being funded and carried through.
- [Click to return to paragraph 43](#)

### Best Practice Note A.6

55. Local authorities should keep those directly affected and other interested parties advised about what is being proposing. The name, telephone number and email address of a senior and knowledgeable person should be given to them who may be contacted for further information. Local authorities should provide affected and interested persons with a timetable for the process which should be kept to as far as possible. If the timetable should slip or change in any way this should be reflected in an amended timetable and interested parties should be advised. Local authorities should consider offering those with concerns about a CPO full access to alternative dispute resolution techniques.
- [Click to return to paragraph 45](#)

*[Part Three](#) of the Manual contains guidance on providing information to people affected by compulsory purchase and negotiations with the owners and occupiers of affected land. For guidance on the project management approach to adopt for the particular project under consideration see [Part Four](#) of the Manual. Guidance on the procedures for making a CPO, seeking confirmation and implementing it see [Part Five](#) of the Manual.*

## Section B: Compulsory purchase orders made under housing powers

### Introduction

1. You will have turned to this section of the Manual because you are involved with the possibility that your local authority will need to use compulsory purchase powers to acquire land to undertake a scheme in its role as the housing authority.
2. Here you will find a general introduction to the use of such powers, the source of the powers, the purposes for which they may be used, and the procedures involved.
3. A summary of Welsh Government advice and guidance is given in [Welsh Government Circular 003/2019: Compulsory Purchase in Wales and 'The Criche Down Rules \(Wales Version, 2020\)' \("Circular 003/2019"\)](#) which is discussed further under the heading Departmental Guidance and Procedural Advice.
4. You should read and keep in mind throughout the project the approach to informing people affected by compulsory purchase, and giving them guidance, outlined in [Section B of Part Three](#) of the Manual. Likewise, you should take account of the guidance given in [Section C of Part Three](#) about negotiations with affected parties.
5. Where appropriate, you are urged to have regard to the project management approach advocated in [Part Four](#) of the Manual, adapting it to the particular circumstances of your project.
6. For step by step guidance on the procedures for making a CPO, seeking confirmation and implementing it you should refer to [Part Five](#) of the Manual.
7. Throughout the Manual you will find best practice notes at the end of each section designed to prompt and remind you of important things to take into account.
8. You should always refer to the [Circular 003/2019](#) for guidance, when necessary.
9. The intention of the Manual is to assist you, your colleagues and specialist advisors to enable your local authority to use its powers for compulsory purchase positively, but fairly.

### Powers Covered by this Section

10. This section of the Manual covers the powers available to a local authority for the compulsory acquisition of land and the creation of new rights to enable it to meet its responsibilities and declared objectives relating to housing.
11. This power is given by the [Housing Act 1985](#), and [the Local Government and Housing Act 1989](#) (referred to in this section as "the Housing Acts"). The power to create new rights is given by the [Local Government \(Miscellaneous Provisions\) Act 1976](#).
12. Although the guidance given is directed specifically at local authorities, it is generally relevant also to Housing Action Trusts when using their powers under housing legislation.

### **Schemes Covered by this Section**

13. Compulsory purchase powers may be used by a local authority to achieve, for example:
  - (a) the provision of housing and related facilities;
  - (b) the refurbishment or redevelopment of rundown estates;
  - (c) the conversion of empty or under-occupied properties for housing use;
  - (d) the improvement of sub-standard or defective housing;
  - (e) the renewal of housing areas;
  - (f) the clearance and redevelopment of unfit housing areas; and
  - (g) access to land to facilitate development for housing.
14. The context for such schemes is the responsibility placed on every local authority to keep under review the housing needs of its administrative area, to take positive steps to achieve a qualitative improvement in existing housing, and to enable the provision of additional housing where needed, in accordance with government housing policy.
15. The powers given to a local authority to acquire land and property enable it to take a positive role where it judges it necessary to achieve the objectives of its declared policies and objectives, normally in an enabling role in partnership, for example, with a housing association or private house builder.  
[Click to view Best Practice Note B.1](#)
16. The extent of acquisition can vary considerably, ranging from the assembly of many hectares to a single property. However, the principles behind such acquisitions and the procedures to be followed are the same. A case study on the successful use of compulsory purchase powers under the Housing Act 1985 is provided in Appendix 22 to the Manual.

### **Acquisition by Agreement**

17. Although this Manual focuses on the compulsory acquisition, local authorities are reminded they are normally expected to make every effort to acquire land and property to meet their objectives by agreement. See Negotiations with Affected Parties in [Section C of Part Three](#) of the Manual.  
[Click to view Best Practice Note B.2](#)
18. This applies in particular where the objective is to secure the improvement or proper use of individual properties. The local authority should, when practicable and appropriate, try first to persuade an owner to carry out voluntarily what it is the authority is trying to achieve, or to use means of enforcement other than ownership, and failing that attempt to acquire the property by agreement.
19. The main powers given to local authorities to acquire property by agreement to achieve their statutory purposes under housing legislation are:
  - (i) [section 17 of the Housing Act 1985](#) for the provision and improvement of housing;
  - (ii) [section 290 of the Housing Act 1985](#) in connection with the declaration of clearance areas; and
  - (iii) [sections 93 and 94 of the Local Government and Housing Act 1989](#) for securing the aims of a declared renewal area.

20. In addition, [section 120 of the Local Government Act 1972](#) permits a local authority to acquire land by agreement for any of its authorised purposes. See [Section O](#) of this Part of the Manual.
21. A local authority intending to purchase land by agreement for housing purposes will normally rely on one of the specific powers of the Housing Acts. However, in some cases the general power of the Local Government Act 1972 may be more suitable; for example, where land is to be used for more than one purpose, and the areas intended for specific purposes have not yet been defined.
22. Land that has been acquired by a local authority by agreement for a particular purpose can be appropriated subsequently for another purpose. However, it should be noted that this power, contained in the Local Government Act 1972, is subject to certain restrictions (see [section 122 of the Local Government Act 1972](#)).

#### **Powers to Acquire Compulsorily**

23. When acquisition by agreement is not possible, or agreement cannot be achieved on acceptable terms or for other reasons, a local authority may use its powers of compulsory acquisition where there is a compelling case in the public interest, subject to ministerial confirmation.
24. [Section 13 of the Local Government \(Miscellaneous Provisions\) Act 1976](#) provides for the creation of new rights. This can be done either separately or together with the acquisition of land. See [Section K in Part 2 of Circular 003/2019](#) for guidance on the acquisition of new rights.
25. Instead of seeking to acquire outright ownership, it may be appropriate in some circumstances either to acquire a pre-existing lesser interest or to use the above powers to create a new right.  
[Click to view Best Practice Note B.3](#)
26. The main provision enabling a local authority to use compulsory purchase under the Housing Acts is found in [section 17 of the Housing Act 1985](#). This gives powers to acquire land, houses or other properties compulsorily for the purposes of:
  - (a) providing land for housing development, together with related and beneficial facilities, such as: shops, recreation grounds, open spaces, and access roads;
  - (b) bringing empty properties into housing use; and
  - (c) the improvement of sub-standard or defective housing.[Click to view Best Practice Note B.4](#)
27. In addition, [section 290 of the Housing Act 1985](#) gives powers to compulsorily acquire land and property within, and surrounded by a declared *clearance area* for the purpose of undertaking or securing clearance of unfit housing and the after-use of the area.

28. [Sections 93 and 94 of the Local Government and Housing Act 1989](#) give powers to compulsorily acquire property consisting of or including housing accommodation to achieve the objectives for a declared *renewal area*, including:
- (a) securing improvement or repair;
  - (b) ensuring proper and effective management and use;
  - (c) promoting the well-being of residents in the area;
  - (d) the provision of new housing accommodation in the area; and
  - (e) for effecting or assisting the improvement of the amenities of the area.
29. [Section B in Part 2 of Circular 003/2019](#) states that compulsory purchase of sub-standard properties may also be justified as a last resort in cases where:
- (i) a clear housing gain will be obtained;
  - (ii) the owner of the property has failed to maintain it or bring it to an acceptable standard; and
  - (iii) other statutory measures, such as the service of statutory notices, have not achieved the authority's objective of securing the provision of acceptable housing accommodation.
- When considering whether to confirm a housing CPO the Welsh Ministers will wish to know what defects relate to the relevant property and what other measures the local authority has taken to remedy matters.
30. The Welsh Ministers would not expect an owner-occupied house other than a house in multi-occupation to be included in the CPO unless the defects in the property adversely affect other housing accommodation (see [Section B in Part 2 of Circular 003/2019](#)).
31. A range of miscellaneous housing compulsory purchase powers, which are seldom used, and are not covered specifically by this Manual, are to be found at:
- (a) [section 29 of the Housing Act 1985](#) - provision of housing for county council employees;
  - (b) [section 300 of the Housing Act 1985](#) - acquisition of condemned houses for temporary accommodation; and
  - (c) [section 77 of the Housing Act 1988](#) - powers for a Housing Action Trust to acquire within and adjacent to and outside its designated area land for achieving its objectives.
32. The general principles of this part of the Manual will apply and should be followed in the use of any of these powers.
33. Some of the specific compulsory purchase powers available to a local authority overlap, giving a possible choice of enabling powers. For example, acquisition for:
- (a) improvement of sub-standard housing could be covered by [section 17 of the Housing Act 1985](#) or by [section 93 of the Local Government and Housing Act 1989](#);
  - (b) the provision of a school as part of a housing scheme could be covered by [section 17](#) or a CPO made under the Education Act;
  - (c) the provision of a distributor road forming part of a housing scheme could be covered by [section 17](#) or a CPO made under the Highways Act; and
  - (d) promoting housing development could be covered by [section 17](#) or a CPO raised made under [section 226 of the Town and Country Planning Act 1990](#).

34. It is not considered best practice to use Housing Act compulsory purchase powers where other legislation makes specific provision for compulsory purchase for the intended purpose.
35. However, the choice of the appropriate power is for the local authority to make and justify, having regard to the statute under which it is proceeding. It has been made clear that the Welsh Ministers will not refuse to confirm a CPO solely on the ground that it could have been made under another power (see [Section B in Part 2 of Circular 003/2019](#)).
36. A local authority is advised not to cite more than one enabling power in a CPO. It should either make separate CPOs or consider the use of [section 121 of the Local Government Act 1972](#) (see [Section O](#) of this Part of the Manual), which enables a local authority to acquire land compulsorily for any of its authorised purposes, subject to certain restrictions.
37. Where new rights are to be acquired, the local authority must cite the Local Government (Miscellaneous Provisions) Act 1976, in addition to the enabling Act.

### **Procedure for Making a Compulsory Purchase Order**

38. A CPO made under the Housing Acts is required to conform with the procedures of:
  - (a) the [Acquisition of Land Act 1981](#); coupled with
  - (b) the [Compulsory Purchase of Land \(Prescribed Forms\) \(National Assembly for Wales\) Regulations 2004](#); which prescribe the forms to be used in connection with compulsory purchase procedures.

Where objections to a CPO are to be considered by:

- (c) the written representations procedure, the procedure is governed by the [Compulsory Purchase of Land \(Written Representations Procedure\) \(National Assembly for Wales\) Regulations 2004](#); or
  - (d) the public inquiry procedure the procedure is governed by the [Compulsory Purchase \(Inquiries Procedure\) \(Wales\) Rules 2010](#).
39. Detailed guidance on the procedures for making a CPO, and for seeking confirmation and implementing a confirmed CPO is given in [Part Five](#) of the Manual. The statutory procedures must be observed strictly.
  40. Where it is appropriate, the use of the guidance given in [Part Five](#) of the Manual should be set in the context of the project management approach advocated in [Part Four](#) of the Manual.

### **Compensation**

41. Compensation for compulsory acquisition is assessed in accordance with principles derived from statute and case law, collectively referred to as the 'Compensation Code'.
42. Although this Manual does not cover compensation in detail, it is important for the user who is not an expert to have a basic knowledge of the subject to:
  - (a) prompt proper assessment of the local authority's liabilities; and
  - (b) ensure that helpful information is given to those directly affected by a CPO.
43. Paragraphs 512 – 675 in Section A in [Part Five](#) of this Manual should be referred to for general guidance on compensation including blight from the effects of compulsory purchase.

### **The Confirming Minister**

44. A CPO made under the Housing Acts has to be considered and, if acceptable, confirmed by the Welsh Minister with responsibility for matters relating to housing. A list detailing the Ministerial Responsibilities of the Welsh Ministers can be found [here](#).
45. The CPO should be submitted to the Welsh Ministers via the Planning Inspectorate Wales.

### **Policy on the Use of Compulsory Purchase Powers**

46. The Welsh Government policy on the use and confirmation of compulsory purchase powers for housing purposes can be interpreted from national planning policy contained in Planning Policy Wales, and guidance set out in [Circular 003/2019](#).  
[Click to view Best Practice Note B.5](#)

### **Departmental Guidance and Procedural Advice**

47. The main guidance on the making and submission for confirmation of CPOs to which the [Acquisition of Land Act 1981](#) applies is set out in [Circular 003/2019](#). Specific guidance is provided in [Section B in Part 2 of Circular 003/2019](#) on compulsory powers for CPOs made for housing purposes.
48. To assist those making CPOs under the Housing Acts, general guidance is provided in [Part 1 of Circular 003/2019](#) on justification for making a CPO, preparing and making a CPO, the confirmation process, implementation, and compensation. [Part 3 of Circular 003/2019](#) provides guidance on procedural issues.  
[Click to view Best Practice Note B.6](#)
49. The purpose of the guidance given in [Circular 003/2019](#) is to ensure as far as possible that no CPO is delayed or proves defective because of procedural faults, or through non-compliance with statutory or administrative requirements.
50. The principles of the guidance given in [Circular 003/2019](#) have been built into the guidance given in this Manual. The aim is to ensure the compulsory purchase process is managed efficiently and with care, avoiding both wasted time and expense, and reducing pressure on those directly affected by a CPO. Nevertheless, the Circular remains a primary source of reference to be read and followed alongside the Manual.  
[Click to view Best Practice Note B.7](#)
51. There is knowledge and experience about the procedural and administrative aspects of CPOs in the Welsh Government's Land Division which could be of benefit to local authorities.
52. A local authority is expected to use its own legal and professional advice when making a CPO, and to obtain specialist advice if required, but it may seek guidance if necessary from the Welsh Government:
  - (a) in general terms on powers and procedures;
  - (b) on specific proposals if there is doubt about the powers available, the choice of powers, or the Welsh Government's current policy; and
  - (c) on the form of a draft CPO and its documentation where there is doubt about a particular point, but general vetting of a CPO should not be expected.

53. The Welsh Ministers have a quasi-judicial function in arriving at a decision about the confirmation of a CPO. This places a constraint on the manner in which officials may respond to direct requests for advice.
54. All such advice will be given informally and without prejudice to the consideration of any CPO by the Welsh Ministers, but:
- (a) no legal advice will be offered, nor will any comment be made on the merits of a draft statement of reasons; and
  - (b) there can be no discussion on the merits of a particular CPO.

## **Best Practice**

### Best Practice Note B.1

54. Enter into a back-to-back agreement with a registered social landlord whilst making the CPO – don't wait until the CPO is confirmed. This can save valuable time. Once confirmed, use the general vesting declaration route to gain possession to progress the scheme.

[Click to return to paragraph 15](#)

### Best Practice Note B.2

56. Local authorities should, where practicable, seek to acquire property required to meet their objectives by agreement before embarking on compulsory purchase.

[Click to return to paragraph 17](#)

### Best Practice Note B.3

57. There may be circumstances in which a local authority's objectives could be achieved by acquiring a pre-existing lesser interest or creating a new right instead of acquiring outright ownership. This possibility should be given careful consideration.

[Click to return to paragraph 25](#)

### Best Practice Note B.4

58. When seeking to use compulsory purchase powers under [section 17 of the Housing Act 1985](#), acquiring authorities should provide evidence on:
- Why the housing, the subject of the CPO, is in sub-standard condition and needs to be improved.
  - What future housing is needed.
  - Qualitative and quantitative tests.
  - Why the CPO is the last resort.
  - The efforts which have been made to negotiate.

[Click to return to paragraph 26](#)

### Best Practice Note B.5

59. For guidance on current policy on the use of compulsory purchase powers, obtain and study inspectors' reports and decisions on recent relevant CPOs, particularly those reported as having significant policy implications. Inspectors' reports and decisions can be requested from the relevant department of the Welsh Government. Relevant case law should also be taken into account.

[Click to return to paragraph 46](#)

### Best Practice Note B.6

60. Local authorities should be sure:
- (a) there is a sound policy basis for the use of compulsory purchase powers;
  - (b) the need and justification for the use of the powers is clear; and
  - (c) the scheme has a reasonable prospect of being funded and carried through.
- [Click to return to paragraph 48](#)

### Best Practice Note B.7

61. Local authorities should keep those directly affected and other interested parties advised about what is being proposing. The name, telephone number and email address of a senior and knowledgeable person should be given to them who may be contacted for further information. Local authorities should provide affected and interested persons with a timetable for the process which should be kept to as far as possible. If the timetable should slip or change in any way this should be reflected in an amended timetable and interested parties should be advised. Local authorities should consider offering those with concerns about a CPO full access to alternative dispute resolution techniques.

[Click to return to paragraph 50](#)

*[Part Three](#) of the Manual contains guidance on providing information to people affected by compulsory purchase and negotiations with the owners and occupiers of affected land. For guidance on the project management approach to adopt for the particular project under consideration see [Part Four](#) of the Manual. Guidance on the procedures for making a CPO, seeking confirmation and implementing it see [Part Five](#) of the Manual.*

## Section C: Compulsory purchase orders for highway purposes

### Introduction

1. You will have turned to this section of the Manual because you are involved with the possibility that your local authority will need to use compulsory purchase powers to acquire land to undertake a scheme in its role as the highway authority.
2. Here you will find a general introduction to the use of such powers, the source of the powers, the purposes for which they may be used, and the procedures involved.
3. A summary of Welsh Government advice and guidance is given in [Welsh Government Circular 003/2019: Compulsory Purchase in Wales and 'The Criche! Down Rules \(Wales Version, 2020\)' \("Circular 003/2019"\)](#) which is discussed further under the heading Departmental Guidance and Procedural Advice
4. You should read and keep in mind throughout the project the approach to informing people affected by compulsory purchase, and giving them guidance, outlined in [Section B of Part Three](#) of the Manual. Likewise, you should take account of the guidance given in [Section C of Part Three](#) about negotiations with affected parties.
5. Where appropriate, you are urged to have regard to the project management approach advocated in [Part Four](#) of the Manual, adapting it to the particular circumstances of your project.
6. For step by step guidance on the procedures for making a CPO, seeking confirmation and implementing it you should refer to [Part Five](#) of the Manual.
7. Throughout the Manual you will find best practice notes at the end of each section which are designed to prompt and remind you of important things to take into account.
8. You should always refer to the [Circular 003/2019](#) for guidance, when necessary.
9. The intention of the Manual is to assist you, your colleagues and specialist advisors to enable your local authority to use its powers for compulsory purchase positively, but fairly.

### Powers Covered by this Section

10. This section of the Manual covers the powers available to a local authority for the compulsory acquisition of land and the creation of new rights to enable it to meet its responsibilities and declared objectives relating to highways and vehicle parking.
11. The powers for the acquisition of land and/or rights for highway schemes are contained in [Part XII of the Highways Act 1980](#) and those for parking places in [Part IV of the Road Traffic Regulation Act 1984](#) (referred to in this section as "the Highways Acts").
12. Land acquisition for motorway and trunk road schemes where the Welsh Ministers are the highway authority are not covered by this Manual.

### **Schemes Covered by this Section**

13. Compulsory purchase powers may be used by a local authority to achieve for example:
  - (a) the improvement of an existing highway and associated works, including side roads and accesses;
  - (b) the construction of a new highway and associated works, including side roads and accesses;
  - (c) mitigating the adverse effect which the existence or use of the highway proposed to be constructed or approved will have on its surroundings;
  - (d) the provision of off-street parking places, including means of access, and the provision of buildings or other facilities necessary for the use of the parking places, and associated works; and
  - (e) the provision of a lorry or coach park.
14. The context for such schemes is the responsibility placed on every local authority to keep under review the provision for road transport, traffic, traffic management and related matters throughout its area, and to prepare policies and programmes for improvement, in accordance with national and regional transport policy.
15. The powers given to a highway authority to acquire land and property enable it to take a positive role where it judges it necessary to achieve its policies and objective, or to facilitate development by the private sector or other agencies.
16. The extent of acquisition can vary considerably, ranging from the assembly of a number of hectares to a small area such as an access strip. However, the principles behind such acquisitions and the procedures to be followed are the same. A case study on the successful use of compulsory purchase powers under the Highways Act 1980 is provided in Appendix 22 to the Manual.  
[Click to view Best Practice Note C.1](#)

### **Acquisition by Agreement**

17. Although this Manual focuses on the compulsory acquisition, local authorities are reminded they are normally expected to make every effort to acquire land required for their purposes by agreement. See Negotiations with Affected Parties in [Section C of Part Three](#) of the Manual.  
[Click to view Best Practice Note C.2](#)
18. The principal specific authorisation given to a local authority to acquire land by agreement for its purposes for the construction or improvement of a highway and associated works is [section 239 of the Highways Act 1980](#).
19. There are other authorisations for a range of miscellaneous purposes.
20. If a local authority wishes to acquire land by agreement for the provision of off-street parking places and associated works under [section 32 the Road Traffic Regulation Act 1984](#), it will need to use the power in [section 120 of Local Government Act 1972](#). This gives a local authority a general power to acquire land by agreement for any of its authorised purposes. See [Section O](#) of this Part of the Manual.

21. A local authority intending to purchase land by agreement for highway or parking purposes will normally rely on one of the specific powers of the Highways Acts. However, the general power of the Local Government Act 1972 may be more suitable in some cases - for example, where land is to be used for more than one purpose, and the areas intended for specific purposes within the land to be acquired have not yet been defined. Alternatively, the powers of the Town and Country Planning Act 1990 may be appropriate.

### **Powers to Acquire Compulsorily**

22. When acquisition by agreement is not possible, or agreement cannot be reached on acceptable terms or for other reasons, a local authority may use its powers of compulsory acquisition where there is a compelling case in the public interest, subject to ministerial confirmation.
23. The powers for a local authority to acquire land compulsorily to construct or improve highways and to carry out associated and other works are contained in the Highways Act 1980, principally in [sections 239 and 240, together with sections 241- 246\(1\), 248, 250 - 252](#), and [260](#).
24. The powers are detailed covering a wide range of specified purposes to which careful reference should be made to decide which power or powers to cite in a particular case.
25. Instead of seeking to acquire outright ownership, it may be appropriate in some circumstances either to acquire a pre-existing lesser interest or to use the powers to create a new right. However, it is emphasised that these powers should not be used when the land will form part of the highway or where the works that the authority wishes to carry out will deprive the landowners permanently of beneficial use of the land. In such cases, full title to the land should be sought.  
[Click to view Best Practice Note C.3](#)
26. The principal powers for an authorised local authority to acquire land compulsorily for the provision of off-street car parks and to carry out associated works are contained in [section 40 of the Road Traffic Regulation Act 1984](#).
27. Some of the specific compulsory purchase powers available to a local authority overlap, giving a possible choice of enabling power.

Examples of this choice are acquisition for:

- (a) a distributor road forming part of a housing scheme which could be covered by a Housing Act CPO, or a CPO under the Highways Act; or
- (b) a car park in a town centre which could be covered by a Town and Country Planning Act 1990 CPO or one raised under the Road Traffic Regulation Act 1984.
28. It is considered best practice to use the appropriate legislation that makes provision for compulsory purchase for the intended purpose rather than the generally drawn provisions in alternative legislation.

29. However, the choice of the appropriate power is for the local authority to make and justify, having regard to the statute under which it is proceeding. The Welsh Ministers will not refuse to confirm a CPO solely on the ground that it could have been made under another power (see [Section B in Part 2 Circular 003/2019](#)).
30. A local authority is advised not to cite more than one enabling power in a CPO. It should either make separate CPOs or consider the use of [section 121 of the Local Government Act 1972](#) (see [Section O](#) of this Part of the Manual), which enables a local authority to acquire land compulsorily for any of its authorised purposes, subject to certain restrictions.

### **Procedure for Making a Compulsory Purchase Order**

31. A CPO made under the Highways Acts is required to conform with the procedures of:
  - (a) the [Acquisition of Land Act 1981](#); coupled with
  - (b) [Compulsory Purchase of Land \(Prescribed Forms\) \(National Assembly for Wales\) Regulations 2004](#); which prescribe the forms to be used in connection with compulsory purchase procedures.

Where objections to a CPO are to be considered by:

- (c) the written representations procedure, the procedure is governed by the [Compulsory Purchase of Land \(Written Representations Procedure\) \(National Assembly for Wales\) Regulations 2004](#); or
  - (d) the public inquiry procedure, the procedure is governed by the [Compulsory Purchase \(Inquiries Procedure\) \(Wales\) Rules 2010](#).
32. Detailed guidance on the procedures for making a CPO, and for seeking confirmation and implementing a confirmed CPO is given in [Part Five](#) of the Manual. The statutory procedures must be observed strictly.
33. Where it is appropriate, the use of the guidance given in [Part Five](#) of the Manual should be set in the context of the project management approach advocated in [Part Four](#) of the Manual.

### **Compensation**

34. Compensation for compulsory acquisition is assessed in accordance with principles derived from statute and case law, collectively referred to as the 'Compensation Code'.
35. Although this Manual does not cover compensation in detail, it is important for the user who is not an expert to have a basic knowledge of the subject to:
  - (a) prompt proper assessment of the authority's liabilities; and
  - (b) ensure that helpful information is given to those directly affected by an CPO.
36. Paragraphs 512 – 675 of [Part Five](#) of the Manual should be referred to for general guidance on compensation including blight from the effects of compulsory purchase.

### **The Confirming Minister**

37. A CPO made under the Highways Acts has to be considered and, if acceptable, confirmed by the Welsh Minister with responsibility for matters relating to transport. A list detailing the Ministerial Responsibilities of the Welsh Ministers can be found [here](#).
38. The CPO should be submitted to the Welsh Ministers via the Planning Inspectorate Wales.

### **Policy on the Use of Compulsory Purchase Powers**

39. The Welsh Government policy on the use and confirmation of compulsory purchase powers for highway purposes can be interpreted from national planning policy contained in Planning Policy Wales and guidance contained in [Circular 003/2019](#).  
[Click to view Best Practice Note C.4](#)

### **Departmental Guidance and Procedural Advice**

40. The main guidance on the making and submission for confirmation of CPOs to which the [Acquisition of Land Act 1981](#) applies is set out in [Circular 003/2019](#). Specific guidance is provided in [Section G in Part 2 of Circular 003/2019](#) on compulsory powers for CPOs made for highway purposes.
41. To assist those making CPOs under the Highways Acts, general guidance is provided in [Part 1 of Circular 003/2019](#) on justification for making a CPO, preparing and making a CPO, the confirmation process, implementation, and compensation. [Part 3 of Circular 003/2019](#) provides guidance on procedural issues.  
[Click to view Best Practice Note C.5](#)
42. The purpose of the guidance given in the [Circular 003/2019](#) is to ensure as far as possible that no CPO is delayed or proves defective because of procedural faults, or through non-compliance with statutory or administrative requirements.
43. The principles of the guidance given in the [Circular 003/2019](#) have been built into the guidance given in this Manual. The aim is to ensure the compulsory purchase process is managed efficiently and with care, avoiding both wasted time and expense, and reducing pressure on those directly affected by a CPO. Nevertheless, [Circular 003/2019](#) remain a primary source of reference to be read and followed alongside the Manual.  
[Click to view Best Practice Note C.6](#)
44. There is knowledge and experience in the Orders Branch of the Welsh Government about the procedural and administrative aspects of CPOs which could be of considerable benefit to highway authorities.
45. A local authority is expected to use its own legal and professional advice when making a CPO, and to obtain specialist advice if required, but it may seek guidance if necessary from the Welsh Government:
  - (a) in general terms on powers, purposes and procedures;
  - (b) on specific proposals if there is doubt about the powers available, the choice of powers, or the Welsh Government policy; and
  - (c) on the form of a draft CPO and its documentation where there is doubt about a particular point, but general vetting of a draft CPO should not be expected.

46. The Welsh Ministers have a quasi-judicial function in arriving at a decision about the confirmation of a CPO. This places a constraint on the manner in which officials may respond to direct requests for assistance.
47. All such advice will be given informally and without prejudice to the consideration of any CPO by the Welsh Ministers, but:
  - (a) no legal advice will be offered, nor will any comment be made on the merits of a draft statement of reasons; and
  - (b) there can be no discussion on the merits of a particular CPO.

### **Best Practice**

#### Best Practice Note C.1

48. Acquiring authorities should give strategic consideration on how the use of CPOs made under the Highways Act 1980 for highway improvements could unlock housing land if it accords with the adopted LDP for the area.  
[Click to return to paragraph 16](#)

#### Best Practice Note C.2

49. Local authorities should, where practicable, seek to acquire land required for their purposes by agreement before embarking on compulsory purchase.  
[Click to return to paragraph 17](#)

#### Best Practice Note C.3

50. There may be circumstances in which a local authority's objectives could be achieved by acquiring a pre-existing lesser interest or creating a new right instead of acquiring outright ownership. This possibility should be given careful consideration.  
[Click to return to paragraph 25](#)

#### Best Practice Note C.4

51. For guidance on current policy on the use of compulsory purchase powers, obtain and study inspectors' reports and decisions on recent relevant CPOs, particularly those reported as having significant policy implications. Inspectors' reports and decisions can be requested from the relevant department of the Welsh Government. Relevant case law should also be taken into account.  
[Click to return to paragraph 39](#)

#### Best Practice Note C.5

52. Local authorities should be sure:
  - (a) there is a sound policy basis for the use of compulsory purchase powers;
  - (b) the need and justification for the use of the powers is clear; and
  - (c) the scheme has a reasonable prospect of being funded and carried through.  
[Click to return to paragraph 41](#)

#### Best Practice Note C.6

53. Local authorities should keep those directly affected and other interested parties advised about what is being proposing. The name, telephone number and email address of a senior and knowledgeable person should be given to them who may be contacted for further information. Local authorities should provide affected and interested persons with a timetable for the process which should be kept to as far as possible. If the timetable should slip or change in any way this should be reflected in an amended timetable and interested parties should be advised.

Local authorities should consider offering those with concerns about a CPO full access to alternative dispute resolution techniques.

[Click to return to paragraph 43](#)

*[Part Three](#) of the Manual contains guidance on providing information to people affected by compulsory purchase and negotiations with the owners and occupiers of affected land. For guidance on the project management approach to adopt for the particular project under consideration see [Part Four](#) of the Manual. Guidance on the procedures for making a CPO, seeking confirmation and implementing it see [Part Five](#) of the Manual.*

## Section D: Compulsory purchase orders for water and sewerage services purposes

### Introduction

1. You will have turned to this section of the Manual because you are involved with the possibility that your company (or authority acting as agent) or body will need to use compulsory purchase powers to acquire land to undertake a scheme in its role as a water or sewerage undertaker (referred collectively as “statutory undertakers” for the purpose of this section) or as the appropriate agency, i.e. Natural Resources Wales, in relation to flood risk management work in Wales.
2. Here you will find a general introduction to the use of such powers, the source of the powers, the purposes for which they may be used, and the procedures involved.
3. A summary of Welsh Government advice and guidance is given in [Welsh Government Circular 003/2019: Compulsory Purchase in Wales and ‘The Criche Down Rules \(Wales Version, 2020\)’ \(“Circular 003/2019”\)](#) which is discussed further under the heading Departmental Guidance and Procedural Advice.
4. You should read and keep in mind throughout the project the approach to informing people affected by compulsory purchase, and giving them guidance, outlined in [Section B of Part Three](#) of the Manual. Likewise, you should take account of the guidance given in [Section C of Part Three](#) about negotiations with affected parties.
5. Where appropriate, you are urged to have regard to the project management approach advocated in [Part Four](#) of the Manual, adapting it to the particular circumstances of your project.
6. For step by step guidance on the procedures for making a CPO, seeking confirmation and implementing it you should refer to [Part Five](#) of the Manual.
7. Throughout the Manual you will find best practice notes at the end of each section which are designed to prompt and remind you of important things to take into account.
8. You should always refer to the [Circular 003/2019](#) for guidance, when necessary.
9. The intention of the Manual is to assist you, your colleagues and specialist advisors to enable your organisation to use its powers for compulsory purchase positively, but fairly.

### Powers Covered by this Section

10. This section of the Manual covers the powers available to statutory undertakers for the compulsory acquisition of land to enable them to meet their statutory functions. The term “undertaker” is used in this section to include water and sewerage undertakers and Natural Resources Wales.

11. This power is given by;
  - (a) [section 155 of the Water Industry Act 1991](#) (Water and Sewerage Undertakers); and
  - (b) [section 154 of the Water Resources Act 1991](#) (Natural Resources Wales).
12. A local authority may enter into an agreement to exercise the powers on behalf of a sewerage undertaker, but the procedures described here will be the same.

13. This section does not cover the compulsory acquisition of wayleaves, easements or other lesser interests or the statutory powers available to undertakers to install services. In many circumstances it will be appropriate to use these other powers to acquire a lesser interest rather than seeking to acquire outright ownership.

#### **Schemes Covered by this Section**

14. Compulsory purchase powers may be used by:
  - (a) a statutory undertaker in connection with various schemes, including for example the:
    - (i) provision of a reservoir;
    - (ii) building of a pumping station;
    - (iii) construction of a water tower; or
    - (iv) construction of a sewage works.
  - (b) Natural Resources Wales in connection with various schemes, including for example:
    - (i) flood defences;
    - (ii) land drainage; or
    - (iii) flood risk management.
15. The context for such schemes is the responsibility placed on:
  - (a) a water undertaker to develop and maintain efficient domestic and commercial water supplies in its designated area;
  - (b) a sewerage undertaker to provide, improve, extend, cleanse, and maintain a system of public sewers in its area; and
  - (c) Natural Resources Wales to management sustainably natural resources in Wales involving conserving, redistributing or otherwise augmenting, and securing the proper use of water resources in Wales.
16. The extent of acquisition can vary considerably, ranging from the assembly of a number of hectares to a small area such as an access strip. However, the principles behind such acquisitions and the procedures to be followed are the same.

#### **Acquisition by Agreement**

17. Although this Manual focuses on compulsory acquisition, undertakers are reminded they are normally expected first to make every effort to acquire land needed for their purposes by agreement. See Negotiation with Affected Parties in [Section C of Part Three](#) of the Manual.  
[Click to view Best Practice Note D.1](#)

18. No specific provision for acquiring by agreement is made by either the Water Industry Act 1991 or the Water Resources Act 1991, but an undertaker may acquire land for its purposes by agreement, by virtue of its organisation's memorandum and articles, or otherwise as may be appropriate.

### **Power to Acquire Compulsorily**

19. When acquisition by agreement is not possible, or cannot be reached on acceptable terms or for other reasons, an undertaker may use its power of compulsory acquisition where there is a compelling case in the public interest, subject to ministerial confirmation.
20. [Section 155 of the Water Industry Act 1991](#) gives a water or sewerage undertaker the power to acquire land compulsorily for its purposes. [Section 155\(2\)](#) gives a power to acquire new rights compulsorily.
21. [Section 154 of the Water Resources Act 1991](#) gives Natural Resources Wales the power to acquire land compulsorily for its purposes. [Section 154\(2\)](#) gives a power to acquire new rights compulsorily.  
[Click to view Best Practice Note D.2](#)

### **Procedure for Making a Compulsory Purchase Order**

22. A CPO made under either [section 155 of the Water Industry Act 1991](#) or [section 154 of the Water Resources Act 1991](#) is required to conform with the procedures of:
- (a) the [Acquisition of Land Act 1981](#); coupled with
  - (b) the [Compulsory Purchase of Land \(Prescribed Forms\) \(National Assembly for Wales\) Regulations 2004](#); which prescribe the forms to be used in connection with compulsory purchase procedures.
- Where objections to a CPO are to be considered by:
- (c) the written representations procedure, the procedure is governed by the [Compulsory Purchase of Land \(Written Representations Procedure\) \(National Assembly for Wales\) Regulations 2004](#); or
  - (d) the public inquiry procedure the procedure is governed by the [Compulsory Purchase \(Inquiries Procedure\) \(Wales\) Rules 2010](#).
23. Detailed guidance on the procedures for making a CPO, and for seeking confirmation and implementing a confirmed CPO is given in [Part Five](#) of the Manual. The statutory procedures must be observed strictly.
24. Where it is appropriate, the use of the guidance given in [Part Five](#) of the Manual should be set in the context of the project management approach advocated in [Part Four](#) of the Manual.

### **Compensation**

25. Compensation for compulsory acquisition is assessed in accordance with principles derived from statute and case law, collectively referred to as the 'Compensation Code'.

26. Although this Manual does not cover compensation in detail, it is important for the user who is not an expert to have a basic knowledge of the subject to:
  - (a) prompt proper assessment of the undertaker's liabilities; and
  - (b) ensure that helpful information is given to those directly affected by a CPO.
27. Paragraphs 512 – 675 in Section A in [Part Five](#) of this Manual should be referred to for general guidance on compensation including blight from the effects of compulsory purchase.

### **The Confirming Minister**

28. A CPO made under either [section 155 of the Water Industry Act 1991](#) or [section 154 of the Water Resources Act 1991](#) has to be considered and, if acceptable, confirmed by the Welsh Minister with responsibility for matters relating to water. A list detailing the Ministerial Responsibilities of the Welsh Ministers can be found [here](#).
29. The CPO should be submitted to the Welsh Ministers via the Planning Inspectorate Wales.

### **Policy on the Use of Compulsory Purchase Powers**

30. The Welsh Government policy on the use and confirmation of compulsory purchase powers for water and sewerage services purposes can be interpreted from national planning policy contained in Planning Policy Wales and guidance contained in [Circular 003/2019](#).  
[Click to view Best Practice Note D.3](#)

### **Departmental Guidance and Procedural Advice**

31. The main guidance on the making and submission for confirmation of CPOs to which the [Acquisition of Land Act 1981](#) applies is set out in [Circular 003/2019](#).
32. To assist those making CPOs under either [section 155 of the Water Industry Act 1991](#) or [section 154 of the Water Resources Act 1991](#), general guidance is provided in [Part 1 of Circular 003/2019](#) on justification for making a CPO, preparing and making a CPO, the confirmation process, implementation, and compensation. [Part 3 of Circular 003/2019](#) provides guidance on procedural issues.  
[Click to view Best Practice Note D.4](#)
33. The purpose of the guidance given in [Circular 003/2019](#) is to ensure as far as possible that no CPO is delayed or proves defective because of procedural faults, or through non-compliance with statutory or administrative requirements.
34. The principles of the guidance given in [Circular 003/2019](#) have been built into the guidance given in this Manual. The aim is to ensure the compulsory purchase process is managed efficiently and with care, avoiding both wasted time and expense, and reducing pressure on those directly affected by a CPO. Nevertheless, [Circular 003/2019](#) remains a primary source of reference to be read and followed alongside this Manual.  
[Click to view Best Practice Note D.5](#)
35. There is knowledge and experience about the procedural and administrative aspects of CPOs in the Welsh Government's Land Division, which could be of benefit to water and sewerage undertakers or Natural Resources Wales.

36. Water and sewerage undertakers or Natural Resources Wales are expected to seek their own legal and professional advice when making a CPO, but may seek advice if necessary from the Welsh Government:
  - (a) in general terms on powers and procedures;
  - (b) on specific proposals if there is doubt about the powers available, the choice of powers, or Welsh Government policy; and
  - (c) on the form of a draft CPO and its documentation where there is doubt about a particular point, but general vetting of a CPO should not be expected.
37. The Welsh Ministers have a quasi-judicial function in arriving at a decision about the confirmation of a CPO. This places a constraint on the manner in which officials may respond to direct requests for assistance.
38. All such advice will be given informally and without prejudice to the consideration of any CPO by the Welsh Ministers. But:
  - (a) no legal advice will be offered, nor will any comment be made on the merits of a draft statements of reasons; and
  - (b) there can be no discussion whatsoever on the merits of a particular CPO.

## **Best Practice**

### Best Practice Note D.1

39. Statutory undertakers or Natural Resources Wales should, where practicable, seek to acquire land required for their purposes by agreement before embarking on compulsory purchase.

[Click to return to paragraph 17](#)

### Best Practice Note D.2

40. There may be circumstances in which a statutory undertaker's or Natural Resources Wales' objectives could be achieved by acquiring a pre-existing lesser interest or creating a new right instead of acquiring outright ownership. This possibility should be given careful consideration.

[Click to return to paragraph 21](#)

### Best Practice Note D.3

41. For guidance on current policy on the use of compulsory purchase powers, obtain and study inspectors' reports and decisions on recent relevant CPOs, particularly those reported as having significant policy implications.

Inspectors' reports and decisions can be requested from the relevant department of the Welsh Government. Relevant case law should also be taken into account.

[Click to return to paragraph 30](#)

### Best Practice Note D.4

42. Statutory undertakers or Natural Resources Wales should be sure:
  - (a) there is a sound policy basis for the use of compulsory purchase powers;
  - (b) the need and justification for the use of the powers is clear; and
  - (c) the scheme has a reasonable prospect of being funded and carried through.

[Click to return to paragraph 32](#)

## Best Practice Note D.5

43. Statutory undertakers or Natural Resources Wales should keep those directly affected and other interested parties advised about what is being proposing. The name, telephone number and email address of a senior and knowledgeable person should be given to them who may be contacted for further information. Statutory undertakers or Natural Resources Wales should provide affected and interested persons with a timetable for the process which should be kept to as far as possible. If the timetable should slip or change in any way this should be reflected in an amended timetable and interested parties should be advised. Statutory undertakers or Natural Resources Wales should consider offering those with concerns about a CPO full access to alternative dispute resolution techniques.

[Click to return to paragraph 34](#)

*[Part Three](#) of the Manual contains guidance on providing information to people affected by compulsory purchase and negotiations with the owners and occupiers of affected land. For guidance on the project management approach to adopt for the particular project under consideration see [Part Four](#) of the Manual. Guidance on the procedures for making a CPO, seeking confirmation and implementing it see [Part Five](#) of the Manual.*

## Section E: Compulsory purchase orders for flood defences and land drainage purposes

### Introduction

1. You will have turned to this section of the Manual because you are involved with the possibility that your internal drainage board or local authority will need to use compulsory purchase powers to acquire land to undertake a scheme in its role as the land drainage authority.
2. Here you will find a short introduction to the use of such powers, the source of the powers, and the purposes for which they may be used, and the procedures involved.
3. A summary of Welsh Government advice and guidance is given in [Welsh Government Circular 003/2019: Compulsory Purchase in Wales and 'The Criche! Down Rules \(Wales Version, 2020\)' \("Circular 003/2019"\)](#) which is discussed further under the heading Departmental Guidance and Procedural Advice.
4. You should read and keep in mind throughout the project the approach to informing people affected by compulsory purchase, and giving them guidance, outlined in [Section B of Part Three](#) of the Manual. Likewise, you should take account of the guidance given in [Section C of Part Three](#) about negotiation with affected parties.
5. Where appropriate, you are urged to have regard to the project management approach advocated in [Part Four](#) of the Manual, adapting it to the particular circumstances of your project.
6. For step by step guidance on the procedures for making a CPO, seeking confirmation and implementing it you should refer to [Part Five](#) of the Manual.
7. Throughout the Manual you will find best practice notes at the end of each section which are designed to prompt and remind you of important things to take into account.
8. You should always refer to the [Circular 003/2019](#) for guidance, when necessary.
9. The intention of the Manual is to assist you, your colleagues and specialist advisors to enable your board or authority to use its powers for compulsory purchase positively, but fairly.

### Powers Covered by this Section

10. This section of the Manual covers the powers available to an internal drainage board (a land drainage authority) or a local authority for the compulsory acquisition of land and the creation of new rights to enable it to meet its statutory responsibilities.
11. This power is given by [section 62 of the Land Drainage Act 1991](#) (referred to in this section as the "1991 Act").

12. A local authority may also be a land drainage authority, although it is not authorised to exercise compulsory purchase powers under the 1991 Act. It is necessary for a local authority to rely on the powers contained in the Local Government Act 1972. These powers are covered in Section O of Part Two of the Manual.

### **Schemes Covered by this Section**

13. Compulsory purchase powers may be used by a land drainage authority in connection with various schemes, including for example:
  - (a) the provision of a pumping station;
  - (b) the building of embankments; and
  - (c) the construction of drainage channels.
14. The context for such schemes is the responsibility placed on a land drainage authority by the 1991 Act to maintain in a proper state of efficiency of any existing watercourse or drainage work, to improve existing works, or construct new works for the drainage of any land in its area.
15. The extent of acquisition can vary considerably, ranging from the assembly of a number of hectares to a small area such as an access strip. However, the principles behind such acquisitions and the procedures to be followed are the same.

### **Acquisition by Agreement**

16. Although this Manual focuses on compulsory acquisition, authorities are reminded they are normally expected first to make every effort to acquire land needed for their purposes by agreement. See Negotiation with Affected Parties in [Section C of Part Three](#) of the Manual.  
[Click to view Best Practice Note E.1](#)
17. The 1991 Act specifically provides that a land drainage authority may acquire land for its purposes by agreement.

### **Power to Acquire Compulsorily**

18. When acquisition by agreement is not possible, or cannot be reached on acceptable terms or for other reasons, a land drainage authority may use its power of compulsory acquisition where there is a compelling case in the public interest, subject to ministerial confirmation.
19. [Section 62 of the 1991 Act](#) gives a land drainage authority the power to acquire land compulsorily for its purposes and internal drainage boards to acquire new rights. Local authorities can only use their powers of compulsory purchase in [section 62\(2\)](#) in conjunction with [section 121 of the Local Government Act 1972](#). See Section O of Part Two of the Manual. [Section 13 of the Local Government \(Miscellaneous Provisions\) Act 1976](#) provides for the creation of new rights for local authorities only. This can be done either separately or together with the acquisition of land. See [Section K in Part 2 of Circular 003/2019](#) for guidance on the acquisition of new rights.

20. Instead of seeking to acquire outright ownership, it may be appropriate in some circumstances either to acquire a pre-existing lesser interest or to use the above powers to create a new right.  
[Click to view Best Practice Note E.2](#)

### **Procedure for Making a Compulsory Purchase Order**

21. A CPO made under [section 62 of the 1991 Act](#) is required to conform with the procedures of:
- (a) the [Acquisition of Land Act 1981](#); coupled with
  - (b) the [Compulsory Purchase of Land \(Prescribed Forms\) \(National Assembly for Wales\) Regulations 2004](#); which prescribe the forms to be used in connection with compulsory purchase procedures.

Where objections to a CPO are to be considered by:

- (c) the written representations procedure, the procedure is governed by the [Compulsory Purchase of Land \(Written Representations Procedure\) \(National Assembly for Wales\) Regulations 2004](#); or
  - (d) the public inquiry procedure the procedure is governed by the [Compulsory Purchase \(Inquiries Procedure\) \(Wales\) Rules 2010](#).
22. Detailed guidance on the procedures for making a CPO, and for seeking confirmation and implementing a confirmed CPO is given in [Part Five](#) of the Manual. The statutory procedures must be observed strictly.
23. Where it is appropriate, the use of the guidance given in [Part Five](#) of the Manual should be set in the context of the project management approach advocated in [Part Four](#) of the Manual.

### **Compensation**

24. Compensation for compulsory acquisition is assessed in accordance with principles derived from statute and case law, collectively referred to as the 'Compensation Code'.
25. Although this Manual does not cover compensation in detail, it is important for the user who is not an expert to have a basic knowledge of the subject to:
- (a) prompt proper assessment of the authority's liabilities; and
  - (b) ensure that helpful information is given to those directly affected by a CPO.
26. Paragraphs 512 – 675 in Section A in [Part Five](#) of this Manual should be referred to for general guidance on compensation including blight from the effects of compulsory purchase.

### **The Confirming Minister**

27. A CPO made under the 1991 Act by either an internal drainage board or a local authority has to be considered and, if acceptable, confirmed by the Welsh Minister with responsibility for matters relating to water. A list detailing the Ministerial Responsibilities of the Welsh Ministers can be found [here](#).
28. The CPO should be submitted to the Welsh Ministers via the Planning Inspectorate Wales.

## **Policy on the Use of Compulsory Purchase Powers**

29. The Welsh Government policy on the use and confirmation of compulsory purchase powers for flood defences and land drainage purposes can be interpreted from national planning policy contained in Planning Policy Wales and guidance contained in [Circular 003/2019](#).  
[Click to view Best Practice Note E.3](#)

## **Departmental Guidance and Procedural Advice**

30. The main guidance on the making and submission for confirmation of CPOs to which the [Acquisition of Land Act 1981](#) applies is set out in [Circular 003/2019](#).
31. To assist those making CPOs under [section 62 of the 1991 Act](#), general guidance is provided in [Part 1 of Circular 003/2019](#) on justification for making a CPO, preparing and making a CPO, the confirmation process, implementation, and compensation. [Part 3 of Circular 003/2019](#) provides guidance on procedural issues.  
[Click to view Best Practice Note E.4](#)
32. The purpose of the guidance given in [Circular 003/2019](#) is to ensure as far as possible that no CPO is delayed or proves defective because of procedural faults, or through non-compliance with statutory or administrative requirements.
33. The principles of the guidance given in [Circular 003/2019](#) have been built into the guidance given in this Manual. The aim is to ensure the compulsory purchase process is managed efficiently and with care, avoiding both wasted time and expense, and reducing pressure on those directly affected by a CPO. Nevertheless, [Circular 003/2019](#) remains a primary source of reference to be read and followed alongside this Manual.  
[Click to view Best Practice Note E.5](#)
34. There is knowledge and experience about the procedural and administrative aspects of CPOs in the Welsh Government's Land Division, which could be of benefit to an internal drainage board or a local authority.
35. An internal drainage board or a local authority is expected to seek its own legal and professional advice when making a CPO, but it may seek advice if necessary from the Welsh Government:
- (a) in general terms on powers and procedures;
  - (b) on specific proposals if there is doubt about the powers available, the choice of powers, or Welsh Government policy; and
  - (c) on the form of a draft CPO and its documentation where there is doubt about a particular point, but general vetting of a CPO should not be expected.
36. The Welsh Ministers have a quasi-judicial function in arriving at a decision about the confirmation of a CPO. This places a constraint on the manner in which officials may respond to direct requests for assistance.
37. All such advice will be given informally and without prejudice to the consideration of any CPO by the Welsh Ministers. But:
- (a) no legal advice will be offered, nor will any comment be made on the merits of a draft statement of reasons; and
  - (b) there can be no discussion whatsoever on the merits of a particular CPO.

## Best Practice

### Best Practice Note E.1

38. Land drainage authorities should, where practicable, seek to acquire land required for their purposes by agreement before embarking on compulsory purchase.

[Click to return to paragraph 16](#)

### Best Practice Note E.2

39. There may be circumstances in which a land drainage authority's objectives could be achieved by acquiring a pre-existing lesser interest or creating a new right instead of acquiring outright ownership. This possibility should be given careful consideration.

[Click to return to paragraph 20](#)

### Best Practice Note E.3

40. For guidance on current policy on the use of compulsory purchase powers, obtain and study inspectors' reports and decisions on recent relevant CPOs, particularly those reported as having significant policy implications. Inspectors' reports and decisions can be requested from the relevant department of the Welsh Government. Relevant case law should also be taken into account.

[Click to return to paragraph 29](#)

### Best Practice Note E.4

41. Land drainage authorities and local authorities should be sure:
- (a) there is a sound policy basis for the use of compulsory purchase powers;
  - (b) the need and justification for the use of the powers is clear; and
  - (c) the scheme has a reasonable prospect of being funded and carried through.

[Click to return to paragraph 31](#)

### Best Practice Note E.5

42. Land drainage authorities and local authorities should keep those directly affected and other interested parties advised about what is being proposing. The name, telephone number and email address of a senior and knowledgeable person should be given to them who may be contacted for further information. Land drainage authorities and local authorities should provide affected and interested persons with a timetable for the process which should be kept to as far as possible. If the timetable should slip or change in any way this should be reflected in an amended timetable and interested parties should be advised. Land drainage authorities should consider offering those with concerns about a CPO full access to alternative dispute resolution techniques.

[Click to return to paragraph 33](#)

*[Part Three](#) of the Manual contains guidance on providing information to people affected by compulsory purchase and negotiations with the owners and occupiers of affected land. For guidance on the project management approach to adopt for the particular project under consideration see [Part Four](#) of the Manual. Guidance on the procedures for making a CPO, seeking confirmation and implementing it see [Part Five](#) of the Manual.*

## Section F: Compulsory purchase orders for coast protection purposes

### Introduction

1. You will have turned to this section of the Manual because you are involved with the possibility that your coastal erosion risk management authority will need to use compulsory purchase powers to acquire land to undertake a scheme in its role as a coastal protection authority.
2. Here you will find a short introduction to the use of such powers, the source of the powers, and the purposes for which they may be used, and the procedures involved.
3. A summary of Welsh Government advice and guidance is given in [Welsh Government Circular 003/2019: Compulsory Purchase in Wales and 'The Criche! Down Rules \(Wales Version, 2020\)' \("Circular 003/2019"\)](#) which is discussed further under the heading Departmental Guidance and Procedural Advice.
4. You should read and keep in mind throughout the project the approach to informing people affected by compulsory purchase, and giving them guidance, outlined in [Section B of Part Three](#) of the Manual. Likewise, you should take account of the guidance given in [Section C of Part Three](#) about negotiation with affected parties.
5. Where appropriate, you are urged to have regard to the project management approach advocated in [Part Four](#) of the Manual, adapting it to the particular circumstances of your project.
6. For step by step guidance on the procedures for making a CPO, seeking confirmation and implementing it you should refer to [Part Five](#) of the Manual.
7. Throughout the Manual you will find best practice notes at the end of each section which are designed to prompt and remind you of important things to take into account.
8. You should always refer to the [Circular 003/2019](#) for guidance, when necessary.
9. The intention of the Manual is to assist you, your colleagues and specialist advisors to enable your authority to use its powers for compulsory purchase positively, but fairly.

### Powers Covered by this Section

10. This section of the Manual covers the powers available to a coastal erosion risk management for the compulsory acquisition of land and the creation of new rights to enable it to meet its statutory responsibilities. The coastal erosion risk management authority in Wales is Natural Resources for Wales, as defined in [section 2A of the Coast Protection Act 1949](#) (referred to in this section as "the 1949 Act").
11. This power is given by the 1949 Act and the Local Government (Miscellaneous Provisions) Act 1976 where the compulsory acquisition of new rights are not specifically covered by the 1949 Act.

## **Schemes Covered by this Section**

12. Compulsory purchase powers may be used by a coastal erosion risk management authority in connection with various schemes, including for example, the construction of coast protection defences.
13. The context for such schemes is the responsibility placed on a coastal erosion risk management authority by the 1949 Act to carry out any coastal protection work whether within or outside their areas as is necessary or expedient for the protection of any land in its area.
14. The extent of acquisition can vary considerably, ranging from the assembly of a number of hectares to a small area such as an access strip. However, the principles behind such acquisitions and the procedures to be followed are the same.

## **Acquisition by Agreement**

15. Although this Manual focuses on the compulsory acquisition, authorities are reminded they are normally expected first to make every effort to acquire land needed for their purposes by agreement. See Negotiation with Affected Parties in [Section C of Part Three](#) of the Manual.  
[Click to view Best Practice Note F.1](#)
16. [Section 4\(3\) of the 1949 Act](#) specifically provides that a coastal erosion risk management authority may acquire land for its purposes by agreement.

## **Power to Acquire Compulsorily**

17. When acquisition by agreement is not possible, or cannot be reached on acceptable terms or for other reasons, a coastal erosion risk management authority may use its power of compulsory acquisition where there is a compelling case in the public interest, subject to ministerial confirmation.
18. [Section 14 of the 1949 Act](#) gives a coastal erosion risk management authority the power to acquire land compulsorily for its purposes. However, this is subject to a specific provision as to value in [section 14\(1\)](#). [Section 13 of the Local Government \(Miscellaneous Provisions\) Act 1976](#) provides for the creation of new rights. This can be done either separately or together with the acquisition of land. See [Section K in Part 2 of Circular 003/2019](#) for guidance on the acquisition of new rights.
19. Instead of seeking to acquire outright ownership, it may be appropriate in some circumstances either to acquire a pre-existing lesser interest or to use the above powers to create a new right.  
[Click to view Best Practice Note F.2](#)

## **Procedure for Making a Compulsory Purchase Order**

20. A CPO made under [section 14 of the 1949 Act](#) is required to conform with the procedures of:
  - (a) the [Acquisition of Land Act 1981](#); coupled with
  - (b) the [Compulsory Purchase of Land \(Prescribed Forms\) \(National Assembly for Wales\) Regulations 2004](#); which prescribe the forms to be used in connection with compulsory purchase procedures.

Where objections to a CPO are to be considered by:

- (c) the written representations procedure, the procedure is governed by the [Compulsory Purchase of Land \(Written Representations Procedure\) \(National Assembly for Wales\) Regulations 2004](#); or

- (d) the public inquiry procedure the procedure is governed by the [Compulsory Purchase \(Inquiries Procedure\) \(Wales\) Rules 2010](#).
21. Detailed guidance on the procedures for making a CPO, and for seeking confirmation and implementing a confirmed CPO is given in [Part Five](#) of the Manual. The statutory procedures must be observed strictly.
  22. Where it is appropriate, the use of the guidance given in [Part Five](#) of the Manual should be set in the context of the project management approach advocated in [Part Four](#) of the Manual.

### **Compensation**

23. Compensation for compulsory acquisition is assessed in accordance with principles derived from statute and case law, collectively referred to as the 'Compensation Code'.
24. Although this Manual does not cover compensation in detail, it is important for the user who is not an expert to have a basic knowledge of the subject to:
  - (a) prompt proper assessment of the authority's liabilities; and
  - (b) ensure that helpful information is given to those directly affected by a CPO.
25. Paragraphs 512 – 675 in Section A in [Part Five](#) of this Manual should be referred to for general guidance on compensation, including blight from the effects of compulsory purchase.

### **The Confirming Minister**

26. A CPO made under the 1949 Act by a coastal erosion risk management authority has to be considered and, if acceptable, confirmed by the Welsh Minister with responsibility for matters relating to water. A list detailing the Ministerial Responsibilities of the Welsh Ministers can be found [here](#).
27. The CPO should be submitted to the Welsh Ministers via the Planning Inspectorate Wales.

### **Policy on the Use of Compulsory Purchase Powers**

28. The Welsh Government policy on the use and confirmation of compulsory purchase powers for coastal protection purposes can be interpreted from national planning policy contained in Planning Policy Wales and guidance contained in [Circular 003/2019](#).  
[Click to view Best Practice Note F.3](#)

### **Departmental Guidance and Procedural Advice**

29. The main guidance on the making and submission for confirmation of CPOs to which the [Acquisition of Land Act 1981](#) applies is set out in [Circular 003/2019](#).
30. To assist those making CPOs under [section 14 of the 1949 Act](#), general guidance is provided in [Part 1 of Circular 003/2019](#) on justification for making a CPO, preparing and making a CPO, the confirmation process, implementation, and compensation. [Part 3 of Circular 003/2019](#) provides guidance on procedural issues.  
[Click to view Best Practice Note F.4](#)
31. The purpose of the guidance given in [Circular 003/2019](#) is to ensure as far as possible that no CPO is delayed or proves defective because of procedural faults, or through non-compliance with statutory or administrative requirements.

32. The principles of the guidance given in [Circular 003/2019](#) have been built into the guidance given in this Manual. The aim is to ensure the compulsory purchase process is managed efficiently and with care, avoiding both wasted time and expense, and reducing pressure on those directly affected by a CPO. Nevertheless, [Circular 003/2019](#) remains a primary source of reference to be read and followed alongside this Manual.  
[Click to view Best Practice Note F.5](#)
33. There is knowledge and experience about the procedural and administrative aspects of CPOs in the Welsh Government's Land Division, which could be of benefit to coastal erosion risk management authorities.
34. A coastal erosion risk management authority is expected to seek its own legal and professional advice when making a CPO, but it may seek advice if necessary from the Welsh Government :
- (a) in general terms on powers and procedures;
  - (b) on specific proposals if there is doubt about the powers available, the choice of powers, or Welsh Government policy; and
  - (c) on the form of a draft CPO and its documentation where there is doubt about a particular point, but general vetting of a CPO should not be expected.
35. The Welsh Ministers have a quasi-judicial function in arriving at a decision about the confirmation of a CPO. This places a constraint on the manner in which officials may respond to direct requests for assistance.
36. All such advice will be given informally and without prejudice to the consideration of any CPO by the Welsh Ministers. But:
- (a) no legal advice will be offered, nor will any comment be made on the merits of a draft statement of reasons; and
  - (b) there can be no discussion whatsoever on the merits of a particular CPO.

### **Best Practice**

#### Best Practice Note F.1

37. Coastal erosion risk management authorities should, where practicable, seek to acquire land required for their purposes by agreement before embarking on compulsory purchase.

[Click to return to paragraph 15](#)

#### Best Practice Note F.2

38. There may be circumstances in which a coastal erosion risk management authority's objectives could be achieved by acquiring a pre-existing lesser interest or creating a new right instead of acquiring outright ownership. This possibility should be given careful consideration.

[Click to return to paragraph 19](#)

### Best Practice Note F.3

39. For guidance on current policy on the use of compulsory purchase powers, obtain and study inspectors' reports and decisions on recent relevant CPOs, particularly those reported as having significant policy implications. Inspectors' reports and decisions can be requested from the relevant department of the Welsh Government. Relevant case law should also be taken into account.

[Click to return to paragraph 28](#)

### Best Practice Note F.4

40. Coastal erosion risk authorities should be sure:
- (a) there is a sound policy basis for the use of compulsory purchase powers;
  - (b) the need and justification for the use of the powers is clear; and
  - (c) the scheme has a reasonable prospect of being funded and carried through.

[Click to return to paragraph 30](#)

### Best Practice Note F.5

41. Coastal erosion risk authorities should keep those directly affected and other interested parties advised about what is being proposing. The name, telephone number and email address of a senior and knowledgeable person should be given to them who may be contacted for further information. Coastal erosion risk authorities should provide affected and interested persons with a timetable for the process which should be kept to as far as possible. If the timetable should slip or change in any way this should be reflected in an amended timetable and interested parties should be advised.

Coastal erosion risk authorities should consider offering those with concerns about a CPO full access to alternative dispute resolution techniques.

[Click to return to paragraph 32](#)

*[Part Three](#) of the Manual contains guidance on providing information to people affected by compulsory purchase and negotiations with the owners and occupiers of affected land. For guidance on the project management approach to adopt for the particular project under consideration see [Part Four](#) of the Manual. Guidance on the procedures for making a CPO, seeking confirmation and implementing it see [Part Five](#) of the Manual.*

## Section G: Compulsory purchase orders for education purposes

### Introduction

1. You will have turned to this section of the Manual because you are involved with the possibility that your local authority will need to use compulsory purchase powers to acquire land to undertake a scheme in its role as a local education authority.
2. Here you will find a short introduction to the use of such powers, the source of the powers, and the purposes for which they may be used, and the procedures involved.
3. A summary of Welsh Government advice and guidance is given in [Welsh Government Circular 003/2019: Compulsory Purchase in Wales and 'The Criche! Down Rules \(Wales Version, 2020\)' \("Circular 003/2019"\)](#) which is discussed further under the heading Departmental Guidance and Procedural Advice.
4. You should read and keep in mind throughout the project the approach to informing people affected by compulsory purchase, and giving them guidance, outlined in [Section B of Part Three](#) of the Manual. Likewise, you should take account of the guidance given in [Section C of Part Three](#) about negotiation with affected parties.
5. Where appropriate, you are urged to have regard to the project management approach advocated in [Part Four](#) of the Manual, adapting it to the particular circumstances of your project.
6. For step by step guidance on the procedures for making a CPO, seeking confirmation and implementing it you should refer to [Part Five](#) of the Manual.
7. Throughout the Manual you will find best practice notes at the end of each section which are designed to prompt and remind you of important things to take into account.
8. You should always refer to the [Circular 003/2019](#) for guidance, when necessary.
9. The intention of the Manual is to assist you, your colleagues and specialist advisors to enable your local authority to use its powers for compulsory purchase positively, but fairly.

### Powers Covered by this Section

10. This section of the Manual covers the powers available to a local authority for the compulsory acquisition of land and the creation of new rights to enable it to meet its statutory responsibilities.
11. This power is given by the Education Act 1996 (referred to in this section as "the 1996 Act") and the Local Government (Miscellaneous Provisions) Act 1976 where the compulsory acquisition of new rights are not specifically covered by the 1996 Act.

### Schemes Covered by this Section

12. Compulsory purchase powers may be used by a local authority in connection with various schemes, including for example:
  - (a) the provision of a school playing field;
  - (b) the building of a new school; and

- (c) the extension of existing education facilities.
13. The context for such schemes is the responsibility placed on a local authority by the 1996 Act to provide and maintain education facilities in its area.
14. The extent of acquisition can vary considerably, ranging from the assembly of a number of hectares to a small area such as an access strip. However, the principles behind such acquisitions and the procedures to be followed are the same.

### **Acquisition by Agreement**

15. Although this Manual focuses on compulsory acquisition, authorities are reminded they are normally expected first to make every effort to acquire land needed for their purposes by agreement. See Negotiation with Affected Parties in [Section C of Part Three](#) of the Manual.  
[Click to view Best Practice Note G.1](#)
16. [Section 531 of the 1996 Act](#) specifically provides that a local authority may acquire land for its purposes by agreement.

### **Power to Acquire Compulsorily**

17. When acquisition by agreement is not possible, or cannot be reached on acceptable terms or for other reasons, a local authority may use its power of compulsory acquisition where there is a compelling case in the public interest, subject to ministerial confirmation.
18. [Section 530 of the 1996 Act](#) gives a local authority the power to acquire land compulsorily for its purposes. [Section 13 of the Local Government \(Miscellaneous Provisions\) Act 1976](#) provides for the creation of new rights. See [Section K in Part 2 of Circular 003/2019](#) for guidance on the acquisition of new rights.
19. Instead of seeking to acquire outright ownership, it may be appropriate in some circumstances either to acquire a pre-existing lesser interest or to use the above powers to create a new right.  
[Click to view Best Practice Note G.2](#)

### **Procedure for Making a Compulsory Purchase Order**

20. A CPO made under [section 530 of the 1996 Act](#) is required to conform with the procedures of:
- (a) the [Acquisition of Land Act 1981](#); coupled with
  - (b) the [Compulsory Purchase of Land \(Prescribed Forms\) \(National Assembly for Wales\) Regulations 2004](#); which prescribe the forms to be used in connection with compulsory purchase procedures.

Where objections to a CPO are to be considered by:

- (c) the written representations procedure, the procedure is governed by the [Compulsory Purchase of Land \(Written Representations Procedure\) \(National Assembly for Wales\) Regulations 2004](#); or
  - (d) the public inquiry procedure the procedure is governed by the [Compulsory Purchase \(Inquiries Procedure\) \(Wales\) Rules 2010](#).
21. Detailed guidance on the procedures for making a CPO, and for seeking confirmation and implementing a confirmed CPO is given in [Part Five](#) of the Manual. The statutory procedures must be observed strictly.

22. Where it is appropriate, the use of the guidance given in [Part Five](#) of the Manual should be set in the context of the project management approach advocated in [Part Four](#) of the Manual.

### **Compensation**

23. Compensation for compulsory acquisition is assessed in accordance with principles derived from statute and case law, collectively referred to as the 'Compensation Code'.
24. Although this Manual does not cover compensation in detail, it is important for the user who is not an expert to have a basic knowledge of the subject to:
- (a) prompt proper assessment of the authority's liabilities; and
  - (b) ensure that helpful information is given to those directly affected by a CPO.
25. Paragraphs 512 – 675 in Section A in [Part Five](#) of this Manual should be referred to for general guidance on compensation including blight from the effects of compulsory purchase.

### **The Confirming Minister**

26. A CPO made under the 1996 Act has to be considered and, if acceptable, confirmed by the Welsh Minister with responsibility for matters relating to education. A list detailing the Ministerial Responsibilities of the Welsh Ministers can be found [here](#).
27. The CPO should be submitted to the Welsh Ministers via the Planning Inspectorate Wales.

### **Policy on the Use of Compulsory Purchase Powers**

28. The Welsh Government policy on the use and confirmation of compulsory purchase powers for education purposes can be interpreted from national planning policy contained in Planning Policy Wales and guidance contained in [Circular 003/2019](#).  
[Click to view Best Practice Note G.3](#)

### **Departmental Guidance and Procedural Advice**

29. The main guidance on the making and submission for confirmation of CPOs to which the [Acquisition of Land Act 1981](#) applies is set out in [Circular 003/2019](#). Specific guidance is provided in [Section F in Part 2 of Circular 003/2019](#) on compulsory powers for CPOs made for education purposes.
30. To assist those making CPOs under [section 530 of the 1996 Act](#), general guidance is provided in [Part 1 of Circular 003/2019](#) on justification for making a CPO, preparing and making a CPO, the confirmation process, implementation, and compensation. [Part 3 of Circular 003/2019](#) provides guidance on procedural issues.  
[Click to view Best Practice Note G.4](#)
31. The purpose of the guidance given in [Circular 003/2019](#) is to ensure as far as possible that no CPO is delayed or proves defective because of procedural faults, or through non-compliance with statutory or administrative requirements.

32. The principles of the guidance given in [Circular 003/2019](#) have been built into the guidance given in this Manual. The aim is to ensure the compulsory purchase process is managed efficiently and with care, avoiding both wasted time and expense, and reducing pressure on those directly affected by a CPO. Nevertheless, [Circular 003/2019](#) remains a primary source of reference to be read and followed alongside this Manual.  
[Click to view Best Practice Note G.5](#)
33. There is knowledge and experience about the procedural and administrative aspects of CPOs in the Welsh Government's Land Division, which could be of benefit to local authorities.
34. A local authority is expected to seek its own legal and professional advice when making a CPO, but it may seek advice if necessary from the Welsh Government :
- (a) in general terms on powers and procedures;
  - (b) on specific proposals if there is doubt about the powers available, the choice of powers, or Welsh Government policy; and
  - (c) on the form of a draft CPO and its documentation where there is doubt about a particular point, but general vetting of a CPO should not be expected.
35. The Welsh Ministers have a quasi-judicial function in arriving at a decision about the confirmation of a CPO. This places a constraint on the manner in which officials may respond to direct requests for assistance.
36. All such advice will be given informally and without prejudice to the consideration of any CPO by the Welsh Ministers. But:
- (a) no legal advice will be offered, nor will any comment be made on the merits of a draft statement of reasons; and
  - (b) there can be no discussion whatsoever on the merits of a particular CPO.

### **Best Practice**

#### Best Practice Note G.1

37. Local authorities should, where practicable, seek to acquire land required for their purposes by agreement before embarking on compulsory purchase.  
[Click to return to paragraph 15](#)

#### Best Practice Note G.2

38. There may be circumstances in which a local authority's objectives could be achieved by acquiring a pre-existing lesser interest or creating a new right instead of acquiring outright ownership. This possibility should be given careful consideration.  
[Click to return to paragraph 19](#)

#### Best Practice Note G.3

39. For guidance on current policy on the use of compulsory purchase powers, obtain and study inspectors' reports and decisions on recent relevant CPOs, particularly those reported as having significant policy implications. Inspectors' reports and decisions can be requested from the relevant department of the Welsh Government. Relevant case law should also be taken into account.  
[Click to return to paragraph 28](#)

#### Best Practice Note G.4

40. Local authorities should be sure:
- (a) there is a sound policy basis for the use of compulsory purchase powers;
  - (b) the need and justification for the use of the powers is clear; and
  - (c) the scheme has a reasonable prospect of being funded and carried through.
- [Click to return to paragraph 30](#)

#### Best Practice Note G.5

41. Local authorities should keep those directly affected and other interested parties advised about what is being proposing. The name, telephone number and email address of a senior and knowledgeable person should be given to them who may be contacted for further information. Local authorities should provide affected and interested persons with a timetable for the process which should be kept to as far as possible. If the timetable should slip or change in any way this should be reflected in an amended timetable and interested parties should be advised. Local authorities should consider offering those with concerns about a CPO full access to alternative dispute resolution techniques.
- [Click to return to paragraph 32](#)

*[Part Three](#) of the Manual contains guidance on providing information to people affected by compulsory purchase and negotiations with the owners and occupiers of affected land. For guidance on the project management approach to adopt for the particular project under consideration see [Part Four](#) of the Manual. Guidance on the procedures for making a CPO, seeking confirmation and implementing it see [Part Five](#) of the Manual.*

## Section H: Compulsory purchase orders for health service purposes

### Introduction

1. You will have turned to this section of the Manual because you are involved with the possibility that your organisation will need to use compulsory purchase powers to undertake a scheme in your role as a local health board.
2. Here you will find a short introduction to the use of such powers, the source of the powers, and the purposes for which they may be used, and the procedures involved.
3. A summary of Welsh Government advice and guidance is given in [Welsh Government Circular 003/2019: Compulsory Purchase in Wales and 'The Criche Down Rules \(Wales Version, 2020\)' \("Circular 003/2019"\)](#) which is discussed further under the heading Departmental Guidance and Procedural Advice.
4. You should read and keep in mind throughout the project the approach to informing people affected by compulsory purchase, and giving them guidance, outlined in [Section B of Part Three](#) of the Manual. Likewise, you should take account of the guidance given in [Section C of Part Three](#) about negotiation with affected parties.
5. Where appropriate, you are urged to have regard to the project management approach advocated in [Part Four](#) of the Manual, adapting it to the particular circumstances of your project.
6. For step by step guidance on the procedures for making a CPO, seeking confirmation and implementing it you should refer to [Part Five](#) of the Manual.
7. Throughout the Manual you will find best practice notes at the end of each section which are designed to prompt and remind you of important things to take into account.
8. You should always refer to the [Circular 003/2019](#) for guidance, when necessary.
9. The intention of the Manual is to assist you, your colleagues and specialist advisors to enable your organisation to use its powers for compulsory purchase positively, but fairly.

### Powers Covered by this Section

10. This section of the Manual covers the powers available to a local health board and a local social services authority (when authorised by the Welsh Ministers) for the compulsory acquisition of land to enable it to meet its statutory responsibilities.

11. This power is given by the [section 11](#) and [12](#) of, and [paragraph 20 of Schedule 2 to, the National Health Service \(Wales\) Act 2006](#) (referred to in this section as “the 2006 Act”) in relation to local health boards and [section 159 of the 2006 Act](#) in relation to local social services authorities. The 2006 Act does not contain provisions for the compulsory acquisition of new rights.

#### **Schemes Covered by this Section**

12. Compulsory purchase powers may be used by a local health board in connection with various schemes, including for example:
  - (a) the extension of an existing hospital;
  - (b) the building of a new hospital; and
  - (c) the provision of a health centre.
13. The context for such schemes is the responsibility placed on a local health board by the 2006 Act to provide and maintain health facilities in its area.
14. The extent of acquisition can vary considerably, ranging from the assembly of a number of hectares to a small area such as an access strip. However, the principles behind such acquisitions and the procedures to be followed are the same.

#### **Acquisition by Agreement**

15. Although this Manual focuses on compulsory acquisition, local health boards are reminded they are normally expected first to make every effort to acquire land needed for their purposes by agreement. See Negotiation with Affected Parties in [Section C of Part Three](#) of the Manual.  
[Click to view Best Practice Note H.1](#)
16. The 2006 Act specifically provides that a local health board may acquire land for its purposes by agreement.

#### **Power to Acquire Compulsorily**

17. When acquisition by agreement is not possible, or cannot be reached on acceptable terms or for other reasons, a local health board may use its power of compulsory acquisition where there is a compelling case in the public interest, subject to ministerial confirmation.
18. [Section 11](#) and [12](#) of, and [paragraph 20 of Schedule 2 to, the 2006 Act](#) give the Welsh Ministers power to enable a local health board the power to acquire land compulsorily for its purposes [section 159 of the 2006 Act](#) gives the Welsh Ministers power to direct a local social services authority to have the power to acquire land compulsorily.
19. Instead of seeking to acquire outright ownership, it may be appropriate in some circumstances to acquire a pre-existing lesser interest.  
[Click to view Best Practice Note H.2](#)

## **Procedure for Making a Compulsory Purchase Order**

20. A CPO made under [section 11](#) of, and [paragraph 20 of Schedule 2](#) to or [section 159 of the 2006 Act](#) is required to conform with the procedures of:
- (a) the [Acquisition of Land Act 1981](#); coupled with
  - (b) the [Compulsory Purchase of Land \(Prescribed Forms\) \(National Assembly for Wales\) Regulations 2004](#); which prescribe the forms to be used in connection with compulsory purchase procedures.

Where objections to a CPO are to be considered by:

- (c) the written representations procedure, the procedure is governed by the [Compulsory Purchase of Land \(Written Representations Procedure\) \(National Assembly for Wales\) Regulations 2004](#); or
  - (d) the public inquiry procedure the procedure is governed by the [Compulsory Purchase \(Inquiries Procedure\) \(Wales\) Rules 2010](#).
21. Detailed guidance on the procedures for making a CPO, and for seeking confirmation and implementing a confirmed CPO is given in [Part Five](#) of the Manual. The statutory procedures must be observed strictly.
22. Where it is appropriate, the use of the guidance given in [Part Five](#) of the Manual should be set in the context of the project management approach advocated in [Part Four](#) of the Manual.

### **Compensation**

23. Compensation for compulsory acquisition is assessed in accordance with principles derived from statute and case law, collectively referred to as the 'Compensation Code'.
24. Although this Manual does not cover compensation in detail, it is important for the user who is not an expert to have a basic knowledge of the subject to:
- (a) prompt proper assessment of the authority's liabilities; and
  - (b) ensure that helpful information is given to those directly affected by a CPO.
25. Paragraphs 512 – 675 in Section A in [Part Five](#) of this Manual should be referred to for general guidance on compensation, including blight from the effects of compulsory purchase.

### **The Confirming Minister**

26. A CPO made under the 2006 Act has to be considered and, if acceptable, confirmed by the Welsh Minister with responsibility for matters relating to health. A list detailing the Ministerial Responsibilities of the Welsh Ministers can be found [here](#).
27. The CPO should be submitted to the Welsh Ministers via the Planning Inspectorate Wales.

## **Policy on the Use of Compulsory Purchase Powers**

28. The Welsh Government policy on the use and confirmation of compulsory purchase powers for health purposes can be interpreted from national planning policy contained in Planning Policy Wales and guidance contained in [Circular 003/2019](#).  
[Click to view Best Practice Note H.3](#)

## **Departmental Guidance and Procedural Advice**

29. The main guidance on the making and submission for confirmation of CPOs to which the [Acquisition of Land Act 1981](#) applies is set out in [Circular 003/2019](#).
30. To assist those making CPOs under [section 11](#) of, and [paragraph 20 of Schedule 2](#) or [section 159 to, the 2006 Act](#), general guidance is provided in [Part 1 of Circular 003/2019](#) on justification for making a CPO, preparing and making a CPO, the confirmation process, implementation, and compensation. [Part 3 of Circular 003/2019](#) provides guidance on procedural issues.  
[Click to view Best Practice Note H.4](#)
31. The purpose of the guidance given in [Circular 003/2019](#) is to ensure as far as possible that no CPO is delayed or proves defective because of procedural faults, or through non-compliance with statutory or administrative requirements.
32. The principles of the guidance given in [Circular 003/2019](#) have been built into the guidance given in this Manual. The aim is to ensure the compulsory purchase process is managed efficiently and with care, avoiding both wasted time and expense, and reducing pressure on those directly affected by a CPO. Nevertheless, [Circular 003/2019](#) remains a primary source of reference to be read and followed alongside this Manual.  
[Click to view Best Practice Note H.5](#)
33. There is knowledge and experience about the procedural and administrative aspects of CPOs in the Welsh Government's Land Division, which could be of benefit to local health boards.
34. A local health board is expected to seek its own legal and professional advice when making a CPO, but it may seek advice if necessary from the Welsh Government:
  - (a) in general terms on powers and procedures;
  - (b) on specific proposals if there is doubt about the powers available, the choice of powers, or Welsh Government policy; and
  - (c) on the form of a draft CPO and its documentation where there is doubt about a particular point, but general vetting of a CPO should not be expected.
35. The Welsh Ministers have a quasi-judicial function in arriving at a decision about the confirmation of a CPO. This places a constraint on the manner in which officials may respond to direct requests for assistance.

36. All such advice will be given informally and without prejudice to the consideration of any CPO by the Welsh Ministers. But:
- (a) no legal advice will be offered, nor will any comment be made on the merits of a draft statement of reasons; and
  - (b) there can be no discussion whatsoever on the merits of a particular CPO.

### **Best Practice**

#### Best Practice Note H.1

37. Local health boards should, where practicable, seek to acquire land required for their purposes by agreement before embarking on compulsory purchase.

[Click to return to paragraph 15](#)

#### Best Practice Note H.2

38. There may be circumstances in which a local health board's objectives could be achieved by acquiring a pre-existing lesser interest or creating a new right instead of acquiring outright ownership. This possibility should be given careful consideration.

[Click to return to paragraph 19](#)

#### Best Practice Note H.3

39. For guidance on current policy on the use of compulsory purchase powers, obtain and study inspectors' reports and decisions on recent relevant CPOs, particularly those reported as having significant policy implications. Inspectors' reports and decisions can be requested from the relevant department of the Welsh Government. Relevant case law should also be taken into account.

[Click to return to paragraph 28](#)

#### Best Practice Note H.4

40. Local health boards should be sure:
- (a) there is a sound policy basis for the use of compulsory purchase powers;
  - (b) the need and justification for the use of the powers is clear; and
  - (c) the scheme has a reasonable prospect of being funded and carried through.

[Click to return to paragraph 30](#)

#### Best Practice Note H.5

41. Local health boards should keep those directly affected and other interested parties advised about what is being proposing. The name, telephone number and email address of a senior and knowledgeable person should be given to them who may be contacted for further information. Local health boards should provide affected and interested persons with a timetable for the process which should be kept to as far as possible. If the timetable should slip or change in any way this should be reflected in an amended timetable and interested parties should be advised. Local health boards should consider offering those with concerns about a CPO full access to alternative dispute resolution techniques.

[Click to return to paragraph 32](#)

*[Part Three](#) of the Manual contains guidance on providing information to people affected by compulsory purchase and negotiations with the owners and occupiers of affected land. For guidance on the project management approach to adopt for the particular project under consideration see [Part Four](#) of the Manual. Guidance on the procedures for making a CPO, seeking confirmation and implementing it see [Part Five](#) of the Manual.*

# Section I: Compulsory purchase orders for animal and slaughterhouse services purposes

## Introduction

1. You will have turned to this section of the Manual because you are involved with the possibility that your local authority will need to use compulsory purchase powers to acquire land to undertake a scheme in its role as the authority responsible for animal and slaughterhouse services.
2. Here you will find a short introduction to the use of such powers, the source of the powers, and the purposes for which they may be used, and the procedures involved.
3. A summary of Welsh Government advice and guidance is given in [Welsh Government Circular 003/2019: Compulsory Purchase in Wales and 'The Crichef Down Rules \(Wales Version, 2020\)' \("Circular 003/2019"\)](#) which is discussed further under the heading Departmental Guidance and Procedural Advice.
4. You should read and keep in mind throughout the project the approach to informing people affected by compulsory purchase, and giving them guidance, outlined in [Section B of Part Three](#) of the Manual. Likewise, you should take account of the guidance given in [Section C of Part Three](#) about negotiation with affected parties.
5. Where appropriate, you are urged to have regard to the project management approach advocated in [Part Four](#) of the Manual, adapting it to the particular circumstances of your project.
6. For step by step guidance on the procedures for making a CPO, seeking confirmation and implementing it you should refer to [Part Five](#) of the Manual.
7. Throughout the Manual you will find best practice notes at the end of each section which are designed to prompt and remind you of important things to take into account.
8. You should always refer to the [Circular 003/2019](#) for guidance, when necessary.
9. The intention of the Manual is to assist you, your colleagues and specialist advisors to enable your local authority to use its powers for compulsory purchase positively, but fairly.

## Powers Covered by this Section

10. This section of the Manual covers the powers available to a local authority for the compulsory acquisition of land and the creation of new rights to enable it to meet its statutory responsibilities.
11. This power is given by the Animal Health Act 1981 and the Slaughterhouses Act 1974 (referred to in this section as "the Acts") and the Local Government (Miscellaneous Provisions) Act 1976 where the compulsory acquisition of new rights are not specifically covered by the Acts.

### **Schemes Covered by this Section**

12. Compulsory purchase powers may be used by a local authority in connection with various schemes, including for example:
  - (a) the building of wharves, stations, lairs, sheds;
  - (b) the burial of carcasses;
  - (c) the provision of a cold store; and
  - (d) the building of a slaughterhouse.
13. The context for such schemes is the responsibility placed on a local authority by the Acts to provide and maintain animal and slaughterhouse services in its area.
14. The extent of acquisition can vary considerably, ranging from the assembly of a number of hectares to a small area such as an access strip. However, the principles behind such acquisitions and the procedures to be followed are the same.

### **Acquisition by Agreement**

15. Although this Manual focuses on compulsory acquisition, local authorities are reminded they are normally expected first to make every effort to acquire land needed for their purposes by agreement. See Negotiation with Affected Parties in [Section C of Part Three](#) of the Manual.  
[Click to view Best Practice Note I.1](#)
16. The Acts specifically provides that a local authority may acquire land for its purposes by agreement.

### **Power to Acquire Compulsorily**

17. When acquisition by agreement is not possible, or cannot be reached on acceptable terms or for other reasons, a local authority may use its power of compulsory acquisition where there is a compelling case in the public interest, subject to ministerial confirmation.
18. [Section 55 of the Animal Health Act 1981](#) and [sections 15, 18](#) and [30 of the 1974 Act](#) give a local authority the powers to acquire land compulsorily for its purposes. [Section 13 of the Local Government \(Miscellaneous Provisions\) Act 1976](#) provides for the creation of new rights. This can be done either separately or together with the acquisition of land. See [Section K in Part 2 of Circular 003/2019](#) for guidance on the acquisition of new rights.
19. Instead of seeking to acquire outright ownership, it may be appropriate in some circumstances either to acquire a pre-existing lesser interest or to use the above powers to create a new right.  
[Click to view Best Practice Note I.2](#)

### **Procedure for Making a Compulsory Purchase Order**

20. A CPO made under [section 55 of the Animal Health Act 1981](#) and [sections 15, 18](#) and [30 of the Slaughterhouses Act 1974](#) is required to conform with the procedures of:
  - (a) the [Acquisition of Land Act 1981](#); coupled with
  - (b) the [Compulsory Purchase of Land \(Prescribed Forms\) \(National Assembly for Wales\) Regulations 2004](#); which prescribe the forms to be used in connection with compulsory purchase procedures.

Where objections to a CPO are to be considered by:

- (c) the written representations procedure, the procedure is governed by the [Compulsory Purchase of Land \(Written Representations Procedure\) \(National Assembly for Wales\) Regulations 2004](#); or
  - (d) the public inquiry procedure the procedure is governed by the [Compulsory Purchase \(Inquiries Procedure\) \(Wales\) Rules 2010](#).
21. Detailed guidance on the procedures for making a CPO, and for seeking confirmation and implementing a confirmed CPO is given in [Part Five](#) of the Manual. The statutory procedures must be observed strictly.
22. Where it is appropriate, the use of the guidance given in [Part Five](#) of the Manual should be set in the context of the project management approach advocated in [Part Four](#) of the Manual.

### **Compensation**

23. Compensation for compulsory acquisition is assessed in accordance with principles derived from statute and case law, collectively referred to as the 'Compensation Code'.
24. Although this Manual does not cover compensation in detail, it is important for the user who is not an expert to have a basic knowledge of the subject to:
- (a) prompt proper assessment of the authority's liabilities; and
  - (b) ensure that helpful information is given to those directly affected by a CPO.
25. Paragraphs 512 – 675 in Section A in [Part Five](#) of this Manual should be referred to for general guidance on compensation including blight from the effects of compulsory purchase.

### **The Confirming Minister**

26. A CPO made under the Acts has to be considered and, if acceptable, confirmed by the Welsh Minister with responsibility for matters relating to agricultural sector development. A list detailing the Ministerial Responsibilities of the Welsh Ministers can be found [here](#).
27. The CPO should be submitted to the Welsh Ministers via the Planning Inspectorate Wales.

### **Policy on the Use of Compulsory Purchase Powers**

28. The Welsh Government policy on the use and confirmation of compulsory purchase powers for animal and slaughterhouse services purposes can be interpreted from national planning policy contained in Planning Policy Wales and guidance contained in [Circular 003/2019](#).  
[Click to view Best Practice Note I.3](#)

### **Departmental Guidance and Procedural Advice**

29. The main guidance on the making and submission for confirmation of CPOs to which the [Acquisition of Land Act 1981](#) applies is set out in [Circular 003/2019](#).

30. To assist those making CPOs under the Acts, general guidance is provided in [Part 1 of Circular 003/2019](#) on justification for making a CPO, preparing and making a CPO, the confirmation process, implementation, and compensation. [Part 3 of Circular 003/2019](#) provides guidance on procedural issues.  
[Click to view Best Practice Note I.4](#)
31. The purpose of the guidance given in [Circular 003/2019](#) is to ensure as far as possible that no CPO is delayed or proves defective because of procedural faults, or through non-compliance with statutory or administrative requirements.
32. The principles of the guidance given in [Circular 003/2019](#) have been built into the guidance given in this Manual. The aim is to ensure the compulsory purchase process is managed efficiently and with care, avoiding both wasted time and expense, and reducing pressure on those directly affected by a CPO. Nevertheless, [Circular 003/2019](#) remains a primary source of reference to be read and followed alongside this Manual.  
[Click to view Best Practice Note I.5](#)
33. There is knowledge and experience about the procedural and administrative aspects of CPOs in the Welsh Government's Land Division, which could be of benefit to local authorities.
34. A local authority is expected to seek its own legal and professional advice when making a CPO, but it may seek advice if necessary from the Welsh Government:
  - (a) in general terms on powers and procedures;
  - (b) on specific proposals if there is doubt about the powers available, the choice of powers, or Welsh Government policy; and
  - (c) on the form of a draft CPO and its documentation where there is doubt about a particular point, but general vetting of a CPO should not be expected.
35. The Welsh Ministers have a quasi-judicial function in arriving at a decision about the confirmation of a CPO. This places a constraint on the manner in which officials may respond to direct requests for assistance.
36. All such advice will be given informally and without prejudice to the consideration of any CPO by the Welsh Ministers. But:
  - (a) no legal advice will be offered, nor will any comment be made on the merits of a draft statement of reasons; and
  - (b) there can be no discussion whatsoever on the merits of a particular CPO.

### **Best Practice**

#### Best Practice Note I.1

37. Local authorities should, where practicable, seek to acquire land required for their purposes by agreement before embarking on compulsory purchase.  
[Click to return to paragraph 15](#)

### Best Practice Note I.2

38. There may be circumstances in which a local authority's objectives could be achieved by acquiring a pre-existing lesser interest or creating a new right instead of acquiring outright ownership. This possibility should be given careful consideration.

[Click to return to paragraph 19](#)

### Best Practice Note I.3

39. For guidance on current policy on the use of compulsory purchase powers, obtain and study inspectors' reports and decisions on recent relevant CPOs, particularly those reported as having significant policy implications. Inspectors' reports and decisions can be requested from the relevant department of the Welsh Government. Relevant case law should also be taken into account.

[Click to return to paragraph 28](#)

### Best Practice Note I.4

40. Local authorities should be sure:
- (a) there is a sound policy basis for the use of compulsory purchase powers;
  - (b) the need and justification for the use of the powers is clear; and
  - (c) the scheme has a reasonable prospect of being funded and carried through.

[Click to return to paragraph 30](#)

### Best Practice Note I.5

41. Local authorities should keep those directly affected and other interested parties advised about what is being proposing. The name, telephone number and email address of a senior and knowledgeable person should be given to them who may be contacted for further information. Local authorities should provide affected and interested persons with a timetable for the process which should be kept to as far as possible. If the timetable should slip or change in any way this should be reflected in an amended timetable and interested parties should be advised. Local authorities should consider offering those with concerns about a CPO full access to alternative dispute resolution techniques.

[Click to return paragraph 32](#)

*[Part Three](#) of the Manual contains guidance on providing information to people affected by compulsory purchase and negotiations with the owners and occupiers of affected land. For guidance on the project management approach to adopt for the particular project under consideration see [Part Four](#) of the Manual. Guidance on the procedures for making a CPO, seeking confirmation and implementing it see [Part Five](#) of the Manual.*

## Section J: Compulsory purchase orders for country parks and nature conservation purposes

### Introduction

1. You will have turned to this section of the Manual because you are involved with the possibility that your local authority will need to use compulsory purchase powers to acquire land to undertake a scheme in its role as an authority responsible for country parks or Natural Resources Wales to undertake a scheme involving the conservation of nature.
2. Here you will find a short introduction to the use of such powers, the source of the powers, and the purposes for which they may be used, and the procedures involved.
3. A summary of Welsh Government advice and guidance is given in [Welsh Government Circular 003/2019: Compulsory Purchase in Wales and 'The Criche! Down Rules \(Wales Version, 2020\)' \("Circular 003/2019"\)](#) which is discussed further under the heading Departmental Guidance and Procedural Advice.
4. You should read and keep in mind throughout the project the approach to informing people affected by compulsory purchase, and giving them guidance, outlined in [Section B of Part Three](#) of the Manual. Likewise, you should take account of the guidance given in [Section C of Part Three](#) about negotiation with affected parties.
5. Where appropriate, you are urged to have regard to the project management approach advocated in [Part Four](#) of the Manual, adapting it to the particular circumstances of your project.
6. For step by step guidance on the procedures for making a CPO, seeking confirmation and implementing it you should refer to [Part Five](#) of the Manual.
7. Throughout the Manual you will find best practice notes at the end of each section which are designed to prompt and remind you of important things to take into account.
8. You should always refer to the [Circular 003/2019](#) for guidance, when necessary.
9. The intention of the Manual is to assist you, your colleagues and specialist advisors to enable your authority to use its powers for compulsory purchase positively, but fairly.

### Powers Covered by this Section

10. This section of the Manual covers the powers available to a local authority or Natural Resources for Wales for the compulsory acquisition of land and the creation of new rights to meet its statutory responsibilities relating to the provision of country parks.
11. This power is given by the Countryside Act 1968 (referred to in this section as "the 1968 Act") and the Local Government (Miscellaneous Provisions) Act 1976 where the compulsory acquisition of new rights is not specifically covered by the 1968 Act.

### **Schemes Covered by this Section**

12. Compulsory purchase powers may be used by a local authority or Natural Resources for Wales with responsibilities for country parks in connection with various schemes, including for example:
  - (a) the provision of a country park;
  - (b) the extension of a country park; and
  - (c) the provision of facilities relating to the use, maintenance or management of a country park.
13. The context for such schemes is the responsibility placed on local authorities to provide, or improve, opportunities for the enjoyment of the countryside by the public and Natural Resources Wales to conserve and enhance the natural beauty and amenity of the countryside. Local authorities also have responsibility to provide, extend, manage and maintain country parks in its designated area.
14. The extent of acquisition can vary considerably, ranging from the assembly of a number of hectares to a small area such as an access strip. However, the principles behind such acquisitions and the procedures to be followed are the same.

### **Acquisition by Agreement**

15. Although this Manual focuses on compulsory acquisition, local authorities and Natural Resources for Wales are reminded they are normally expected first to make every effort to acquire land needed for their purposes by agreement. See Negotiation with Affected Parties in [Section C of Part Three](#) of the Manual.  
[Click to view Best Practice Note J.1](#)
16. The 1968 Act specifically provides that a local authority or Natural Resources for Wales may acquire land for its purposes by agreement.

### **Power to Acquire Compulsorily**

17. When acquisition by agreement is not possible, or cannot be reached on acceptable terms or for other reasons, a local authority or Natural Resources for Wales may use its power of compulsory acquisition where there is a compelling case in the public interest, subject to ministerial confirmation.
18. Local authorities have powers under section 7(4) to purchase land compulsorily for a country park and section 9(5) to purchase land in the neighbourhood of common land which is required by them to carry out their functions on common land. Natural Resources for Wales has a power under section 15A(1) to purchase land compulsorily for the purpose of conserving flora, fauna, or geological or physiographical features of special interest.
19. Instead of seeking to acquire outright ownership, it may be appropriate in some circumstances either to acquire a pre-existing lesser interest or to use the above powers to create a new right.  
[Click to view Best Practice Note J.2](#)

## **Procedure for Making a Compulsory Purchase Order**

20. A CPO made under the 1968 Act is required to conform with the procedures of:
- (a) the [Acquisition of Land Act 1981](#); coupled with
  - (b) the [Compulsory Purchase of Land \(Prescribed Forms\) \(National Assembly for Wales\) Regulations 2004](#); which prescribe the forms to be used in connection with compulsory purchase procedures.

Where objections to a CPO are to be considered by:

- (c) the written representations procedure, the procedure is governed by the [Compulsory Purchase of Land \(Written Representations Procedure\) \(National Assembly for Wales\) Regulations 2004](#); or
  - (d) the public inquiry procedure the procedure is governed by the [Compulsory Purchase \(Inquiries Procedure\) \(Wales\) Rules 2010](#).
21. Detailed guidance on the procedures for making a CPO, and for seeking confirmation and implementing a confirmed CPO is given in [Part Five](#) of the Manual. The statutory procedures must be observed strictly.
22. Where it is appropriate, the use of the guidance given in [Part Five](#) of the Manual should be set in the context of the project management approach advocated in [Part Four](#) of the Manual.

## **Compensation**

23. Compensation for compulsory acquisition is assessed in accordance with principles derived from statute and case law, collectively referred to as the 'Compensation Code'.
24. Although this Manual does not cover compensation in detail, it is important for the user who is not an expert to have a basic knowledge of the subject to:
- (a) prompt proper assessment of the authority's liabilities; and
  - (b) ensure that helpful information is given to those directly affected by a CPO.
25. Paragraphs 512 – 675 in Section A in [Part Five](#) of this Manual should be referred to for general guidance on compensation including blight from the effects of compulsory purchase.

## **The Confirming Minister**

26. A CPO made under the 1968 Act has to be considered and, if acceptable, confirmed by the Welsh Minister with responsibility for matters relating to access to the countryside. A list detailing the Ministerial Responsibilities of the Welsh Ministers can be found [here](#).
27. The CPO should be submitted to the Welsh Ministers via the Planning Inspectorate Wales.

## **Policy on the Use of Compulsory Purchase Powers**

28. The Welsh Government policy on the use and confirmation of compulsory purchase powers for country park and nature conservation purposes can be interpreted from national planning policy contained in Planning Policy Wales and guidance contained in [Circular 003/2019](#).  
[Click to view Best Practice Note J.3](#)

## Departmental Guidance and Procedural Advice

29. The main guidance on the making and submission for confirmation of CPOs to which the [Acquisition of Land Act 1981](#) applies is set out in [Circular 003/2019](#).
30. To assist those making CPOs under the 1968 Act, general guidance is provided in [Part 1 of Circular 003/2019](#) on justification for making a CPO, preparing and making a CPO, the confirmation process, implementation, and compensation. [Part 3 of Circular 003/2019](#) provides guidance on procedural issues.  
[Click to view Best Practice Note J.4](#)
31. The purpose of the guidance given in [Circular 003/2019](#) is to ensure as far as possible that no CPO is delayed or proves defective because of procedural faults, or through non-compliance with statutory or administrative requirements.
32. The principles of the guidance given in [Circular 003/2019](#) have been built into the guidance given in this Manual. The aim is to ensure the compulsory purchase process is managed efficiently and with care, avoiding both wasted time and expense, and reducing pressure on those directly affected by a CPO. Nevertheless, [Circular 003/2019](#) remains a primary source of reference to be read and followed alongside this Manual.  
[Click to view Best Practice Note J.5](#)
33. There is knowledge and experience about the procedural and administrative aspects of CPOs in the Welsh Government's Land Division, which could be of benefit to local authorities and Natural Resources Wales.
34. A local authority or Natural Resources Wales is expected to seek its own legal and professional advice when making a CPO, but it may seek advice if necessary from the Welsh Government:
  - (a) in general terms on powers and procedures;
  - (b) on specific proposals if there is doubt about the powers available, the choice of powers, or Welsh Government policy; and
  - (c) on the form of a draft CPO and its documentation where there is doubt about a particular point, but general vetting of a CPO should not be expected.
35. The Welsh Ministers have a quasi-judicial function in arriving at a decision about the confirmation of a CPO. This places a restraint on the manner in which officials may respond to direct requests for advice.
36. All such advice will be given informally and without prejudice to the consideration of any CPO by the Welsh Ministers. But:
  - (a) no legal advice will be offered, nor will any comment be made on the merits of a draft statement of reasons; and
  - (b) there can be no discussion whatsoever on the merits of a particular CPO.

## **Best Practice**

### Best Practice Note J.1

37. Local authorities or Natural Resources for Wales should, where practicable, seek to acquire land required for their purposes by agreement before embarking on compulsory purchase.

[Click to return to paragraph 15](#)

### Best Practice Note J.2

38. There may be circumstances in which a local authority's or Natural Resources for Wales' objectives could be achieved by acquiring a pre-existing lesser interest or creating a new right instead of acquiring outright ownership. This possibility should be given careful consideration.

[Click to return to paragraph 19](#)

### Best Practice Note J.3

39. For guidance on current policy on the use of compulsory purchase powers, obtain and study inspectors' reports and decisions on recent relevant CPOs, particularly those reported as having significant policy implications.

Inspectors' reports and decisions can be requested from the relevant department of the Welsh Government. Relevant case law should also be taken into account.

[Click to return to paragraph 28](#)

### Best Practice Note J.4

40. Local authorities or Natural Resources should be sure:
- (a) there is a sound policy basis for the use of compulsory purchase powers;
  - (b) the need and justification for the use of the powers is clear; and
  - (c) the scheme has a reasonable prospect of being funded and carried through.

[Click to return to paragraph 30](#)

### Best Practice Note J.5

41. Local authorities or Natural Resources should keep those directly affected and other interested parties advised about what is being proposing. The name, telephone number and email address of a senior and knowledgeable person should be given to them who may be contacted for further information. Local authorities or Natural Resources should provide affected and interested persons with a timetable for the process which should be kept to as far as possible. If the timetable should slip or change in any way this should be reflected in an amended timetable and interested parties should be advised. Local authorities or Natural Resources should consider offering those with concerns about a CPO full access to alternative dispute resolution techniques.

[Click to return to paragraph 32](#)

*[Part Three](#) of the Manual contains guidance on providing information to people affected by compulsory purchase and negotiations with the owners and occupiers of affected land. For guidance on the project management approach to adopt for the particular project under consideration see [Part Four](#) of the Manual. Guidance on the procedures for making a CPO, seeking confirmation and implementing it see [Part Five](#) of the Manual.*

## Section K: Compulsory purchase orders in connection with National Parks, Nature Reserves, access to the countryside, tree planting and neglected land purposes

### Introduction

1. You will have turned to this section of the Manual because you are involved with the possibility that your authority will need to use compulsory purchase powers to acquire land to undertake a scheme in its role as an authority responsible for national parks, nature reserves, access to the countryside, and related matters.
2. Here you will find a short introduction to the use of such powers, the source of the powers, and the purposes for which they may be used, and the procedures involved.
3. A summary of Welsh Government advice and guidance is given in [Welsh Government Circular 003/2019: Compulsory Purchase in Wales and 'The Criche Down Rules \(Wales Version, 2020\)' \("Circular 003/2019"\)](#) which is discussed further under the heading Departmental Guidance and Procedural Advice.
4. You should read and keep in mind throughout the project the approach to informing people affected by compulsory purchase, and giving them guidance, outlined in [Section B of Part Three](#) of the Manual. Likewise, you should take account of the guidance given in [Section C of Part Three](#) about negotiation with affected parties.
5. Where appropriate, you are urged to have regard to the project management approach advocated in [Part Four](#) of the Manual, adapting it to the particular circumstances of your project.
6. For step by step guidance on the procedures for making a CPO, seeking confirmation and implementing it you should refer to [Part Five](#) of the Manual.
7. Throughout the Manual you will find best practice notes at the end of each section which are designed to prompt and remind you of important things to take into account.
8. You should always refer to the [Circular 003/2019](#) for guidance, when necessary.
9. The intention of the Manual is to assist you, your colleagues and specialist advisors to enable your authority to use its powers for compulsory purchase positively, but fairly.

### Powers Covered by this Section

10. This section of the Manual covers the powers available to specified authorities for the compulsory acquisition of land and the creation of new rights to enable them to meet their statutory responsibilities relating to national parks, nature reserves, access to the countryside and related matters.
11. This power is given by the National Parks and Access to the Countryside Act 1949 (referred to in this section as "the 1949 Act") and the Local Government (Miscellaneous Provisions) Act 1976 where the compulsory purchase of new rights are not specifically covered by the 1949 Act.

### **Schemes Covered by this Section**

12. Compulsory purchase powers may be used by specified acquiring authorities in connection with various schemes, including for example:
  - (a) the provision of a camping site in a national park;
  - (b) the use of a waterway by the public for sailing and boating in a national park;
  - (c) the establishment of nature reserve; and
  - (d) the reclamation or improvement of derelict, neglected or unsightly land.
13. The context for such schemes is the responsibility placed on specified acquiring authorities by the 1949 Act for a wide range of purposes relating to National Parks, giving public access to the countryside, nature reserves, and to preserve and enhance natural beauty in their areas.
14. The extent of acquisition can vary considerably, ranging from the assembly of a number of hectares to a small area such as an access strip. However, the principles behind such acquisitions and the procedures to be followed are the same.

### **Acquisition by Agreement**

15. Although this Manual focuses on compulsory acquisition, authorities are reminded they are normally expected first to make every effort to acquire land needed for their purposes by agreement. See Negotiation with Affected Parties in [Section C of Part Three](#) of the Manual.  
[Click to view Best Practice Note K.1](#)
16. The 1949 Act specifically provides that specified acquiring authorities may acquire land for their purposes by agreement.

### **Powers to Acquire Compulsorily**

17. When acquisition by agreement is not possible, or cannot be reached on acceptable terms or for other reasons, a specified authority may use its power of compulsory acquisition where there is a compelling case in the public interest, subject to ministerial confirmation.
18. The following sections of the 1949 Act give the specified acquiring authorities powers to purchase land compulsorily for the stated purposes:
  - [sections 12](#) and [13](#) for local planning authorities in National Parks for the provision of facilities for accommodation, meals, refreshments, camping sites and parking places, and improvement of waterways for open-air recreation;
  - [sections 17](#) and [18](#) for Natural Resources Wales to provide and maintain nature reserves in default of agreement;
  - [section 53](#) for a local highway authority to provide ferries for the purposes of long-distance routes;
  - [section 54](#) for local planning authorities to provide facilities for accommodation, meals and refreshments along long-distance routes;
  - [section 76](#) for local planning authorities to acquire land for public access; and
  - [section 89](#) for local planning authorities for the planting of trees and treatment of derelict land.

[Section 13 of the Local Government \(Miscellaneous Provisions\) Act 1976](#) provides for the creation of new rights. This can be done either separately or together with the acquisition of land. See [Section K in Part 2 of Circular 003/2019](#) for guidance on the acquisition of new rights.

19. Instead of seeking to acquire outright ownership, it may be appropriate in some circumstances either to acquire a pre-existing lesser interest or to use the above powers to create a new right.

[Best Practice Note K.2](#)

### **Procedure for Making a Compulsory Purchase Order**

20. A CPO made under the 1949 Act is required to conform with the procedures of:
- (a) the [Acquisition of Land Act 1981](#); coupled with
  - (b) the [Compulsory Purchase of Land \(Prescribed Forms\) \(National Assembly for Wales\) Regulations 2004](#); which prescribe the forms to be used in connection with compulsory purchase procedures.

Where objections to a CPO are to be considered by:

- (c) the written representations procedure, the procedure is governed by the [Compulsory Purchase of Land \(Written Representations Procedure\) \(National Assembly for Wales\) Regulations 2004](#); or
  - (d) the public inquiry procedure the procedure is governed by the [Compulsory Purchase \(Inquiries Procedure\) \(Wales\) Rules 2010](#).
21. Detailed guidance on the procedures for making a CPO under the 1949 Act, and for seeking confirmation and implementing a confirmed CPO is given in [Part Five](#) of the Manual. The statutory procedures must be observed strictly.
22. Where it is appropriate, the use of the guidance given in [Part Five](#) of the Manual should be set in the context of the project management approach advocated in [Part Four](#) of the Manual.

### **Compensation**

23. Compensation for compulsory acquisition is assessed in accordance with principles derived from statute and case law, collectively referred to as the 'Compensation Code'.
24. Although this Manual does not cover compensation in detail, it is important for the user who is not an expert to have a basic knowledge of the subject to:
- (a) prompt proper assessment of the authority's liabilities; and
  - (b) ensure that helpful information is given to those directly affected by a CPO.
25. Paragraphs 512 – 675 in Section A in [Part Five](#) of this Manual should be referred to for general guidance on compensation including blight from the effects of compulsory purchase.

### **The Confirming Minister**

26. If a local authority is unsure whether the powers under [section 89 of the 1949 Act](#) should be used, or where various uses are proposed, it is open to them to consider acquisition under [section 226 of the Town and Country Planning Act 1990](#). Similarly, if a local authority is unsure whether it may acquire land under the 1949 Act in relation to land which appears to be "derelict, neglected or unsightly" it may refer to the Welsh Ministers for their view on the meaning of such words for acquisition purposes.
27. A CPO made under the 1949 Act has to be considered and, if acceptable, confirmed by the Welsh Minister with responsibility for matters relating to access to the countryside. A list detailing the Ministerial Responsibilities of the Welsh Ministers can be found [here](#).
28. The CPO should be submitted to the Welsh Ministers via the Planning Inspectorate Wales.

## **Policy on the Use of Compulsory Purchase Powers**

29. The Welsh Government policy on the use and confirmation of compulsory purchase powers in connection with National Parks, nature reserves, access to the countryside, tree planting and neglected land can be interpreted from national planning policy contained in Planning Policy Wales and guidance contained in [Circular 003/2019](#).  
[Click to view Best Practice Note K.3](#)

## **Departmental Guidance and Procedural Advice**

30. The main guidance on the making and submission for confirmation of CPOs to which the [Acquisition of Land Act 1981](#) applies is set out in [Circular 003/2019](#). Specific guidance is provided in [Section E in Part 2 of Circular 003/2019](#) on compulsory powers for CPOs made under [section 89 of the 1949 Act](#).
31. To assist those making CPOs under the 1949 Act, general guidance is provided in [Part 1 of Circular 003/2019](#) on justification for making a CPO, preparing and making a CPO, the confirmation process, implementation, and compensation. [Part 3 of Circular 003/2019](#) provides guidance on procedural issues.  
[Click to view Best Practice Note K.4](#)
32. The purpose of the guidance given in [Circular 003/2019](#) is to ensure as far as possible that no CPO is delayed or proves defective because of procedural faults, or through non-compliance with statutory or administrative requirements.
33. The principles of the guidance given in [Circular 003/2019](#) have been built into the guidance given in this Manual. The aim is to ensure the compulsory purchase process is managed efficiently and with care, avoiding both wasted time and expense, and reducing pressure on those directly affected by a CPO. Nevertheless, [Circular 003/2019](#) remains a primary source of reference to be read and followed alongside this Manual.  
[Click to view Best Practice Note K.5](#)
34. There is knowledge and experience about the procedural and administrative aspects of CPOs in the Welsh Government's Land Division, which could be of benefit to authorities.
35. Authorities are expected to seek their own legal and professional advice when making a CPO, but it may seek advice if necessary from the Welsh Government:
- (a) in general terms on powers and procedures;
  - (b) on specific proposals if there is doubt about the powers available, the choice of powers, or Welsh Government policy; and
  - (c) on the form of a draft CPO and its documentation where there is doubt about a particular point, but general vetting of a CPO should not be expected.
36. The Welsh Ministers have a quasi-judicial function in arriving at a decision about the confirmation of a CPO. This places a restraint on the manner in which officials may respond to direct requests for advice.

37. All such advice will be given informally and without prejudice to the consideration of any CPO by the Welsh Ministers. But:
- (a) no legal advice will be offered, nor will any comment be made on the merits of a draft statement of reasons; and
  - (b) there can be no discussion whatsoever on the merits of a particular CPO.

### **Best Practice**

#### Best Practice Note K.1

38. Specified acquiring authorities should, where practicable, seek to acquire land required for their purposes by agreement before embarking on compulsory purchase.

[Click to return to paragraph 15](#)

#### Best Practice Note K.2

39. There may be circumstances in which a specified acquiring authority's objectives could be achieved by acquiring a pre-existing lesser interest or creating a new right instead of acquiring outright ownership. This possibility should be given careful consideration.

[Click to return to paragraph 19](#)

#### Best Practice Note K.3

40. For guidance on current policy on the use of compulsory purchase powers, obtain and study inspectors' reports and decisions on recent relevant CPOs, particularly those reported as having significant policy implications. Inspectors' reports and decisions can be requested from the relevant department of the Welsh Government. Relevant case law should also be taken into account.

[Click to return to paragraph 29](#)

#### Best Practice Note K.4

41. Specified acquiring authorities should be sure:
- (a) there is a sound policy basis for the use of compulsory purchase powers;
  - (b) the need and justification for the use of the powers is clear; and
  - (c) the scheme has a reasonable prospect of being funded and carried through.

[Click to return to paragraph 31](#)

#### Best Practice Note K.5

42. Specified acquiring authorities should keep those directly affected and other interested parties advised about what is being proposing. The name, telephone number and email address of a senior and knowledgeable person should be given to them who may be contacted for further information. Specified acquiring authorities should provide affected and interested persons with a timetable for the process which should be kept to as far as possible. If the timetable should slip or change in any way this should be reflected in an amended timetable and interested parties should be advised. Specified acquiring authorities should consider offering those with concerns about a CPO full access to alternative dispute resolution techniques.

[Click to return to paragraph 33](#)

*Part Three of the Manual contains guidance on providing information to people affected by compulsory purchase and negotiations with the owners and occupiers of affected land. For guidance on the project management approach to adopt for the particular project under consideration see [Part Four](#) of the Manual. Guidance on the procedures for making a CPO, seeking confirmation and implementing it see [Part Five](#) of the Manual.*

## Section L: Compulsory purchase orders for listed buildings in need of repair

### Introduction

1. You will have turned to this section of the Manual because you are involved with the possibility that your local authority will need to use compulsory purchase powers to acquire a listed building which is threatened by its poor state of repair.
2. Here you will find a general introduction to the use of such powers, the source of the powers, the purposes for which they may be used, and the procedures involved.
3. A summary of Welsh Government advice and guidance is given in [Welsh Government Circular 003/2019: Compulsory Purchase in Wales and 'The Cichel Down Rules \(Wales Version, 2020\)' \("Circular 003/2019"\)](#) which is discussed further under the heading Departmental Guidance and Procedural Advice.
4. Unlike the majority of the compulsory purchase powers covered in this Manual, the circumstances in which a listed building in need of repair may be acquired compulsorily by a local authority are clearly set down in the enabling legislation, and interpreted in planning policy guidance.
5. Moreover, the statutory steps required before compulsory purchase may be used can often make acquisition of the property unnecessary. The service of a repairs notice (see below) is commonly sufficient to prompt owners either to begin repairs or to sell the building to a third party.
6. Unlike other powers covered by the Manual, there is statutory provision for the courts to become involved early in the process and for it to be stopped in certain circumstances.
7. Again unlike the use of other powers, the listed building compulsory purchase process is designed to force the owner to take steps to undertake the repairs considered necessary to maintain the preservation of the building.
8. Therefore, although it may be useful to refer to the guidance given in [Section B of Part Three](#) of the Manual on keeping people informed and in [Section C of Part Three](#) on negotiations with affected parties, it will not be directly relevant. Nevertheless, the principles of openness, fairness and efficiency should be applied.
9. Likewise, the guidance given in [Part Four](#) of the Manual on the project management of the process will not be directly relevant. However, the general principles of good project management which are advocated should be kept in mind, particularly in following the procedures of compulsory purchase, which are the same as for other powers.
10. For step by step guidance on the procedures for making a CPO, seeking confirmation and implementing it you should refer to [Part Five](#) of the Manual.

11. Throughout the Manual you will find best practice notes at the end of each section which are designed to prompt and remind you of important things to take into account.
12. You should always refer to the [Circular 003/2019](#) for guidance, when necessary.
13. The intention of the Manual is to assist you, your colleagues and specialist advisors to enable your local authority to use its powers for compulsory purchase positively, but fairly.

#### **Power Covered by this Section**

14. This section of the Manual covers the power available to a local authority to acquire compulsorily a listed building the preservation of which is threatened by its state of disrepair.
15. The power is given by the Planning (Listed Buildings & Conservation Areas) Act 1990 (referred to in this section as “the P(LBCA) Act 1990”).
16. The listed building to be purchased must be the whole building including all structures within its curtilage. In addition, the CPO may include any adjoining land whose purchase is necessary for preserving the building or its amenities (such as the garden of a town house), or for affording access to it, or for its proper control or management.

#### **Acquisition by Agreement**

17. Although this Manual focuses on compulsory acquisition, when all other means of securing the repair of a threatened building have failed and acquisition by the local authority is necessary to ensure the preservation of the building, local authorities should normally first try to acquire the building by agreement. See Negotiation with Affected Parties in [Section C of Part Three](#) of the Manual.  
[Click to view Best Practice Note L.1](#)
18. [Section 52 of the P\(LBCA\) Act 1990](#) enables a local authority to acquire a threatened building by agreement. When acquiring by agreement, there is no need for the building to be listed, although the local authority must consider it to be of special architectural or historic interest.

#### **Power to Acquire Compulsorily**

19. When acquisition by agreement is not possible, or cannot be achieved on acceptable terms or for other reasons, a local authority may commence proceedings for the compulsory acquisition of a threatened listed building where there is a compelling case in the public interest.
20. [Section 47 of the P\(LBCA\) Act 1990](#) gives a local authority the power to compulsorily acquire a listed building where reasonable steps are not being taken for its proper preservation.
21. The use of this power is subject to strict prior steps requiring the service of a repairs notice under [section 48 of P\(LBCA\) Act 1990](#), specifying the works which are reasonably necessary for the proper preservation of the building and explaining the effect of [sections 47 to 50 of P\(LBCA\) Act 1990](#). A repairs notice must be served on the owners of the listed building at least two months before compulsory purchase proceedings are begun. This in itself does not impose any liability on the owner, but simply enables a local authority to acquire the building if the works are not carried out.

22. The repairs notice itself must specify the works, which the local authority considers reasonably necessary for the proper preservation of the building. The works set out in the repairs notice should not amount to restoration, as opposed to preservation, of the listed building.
23. The use of the compulsory purchase power is subject also to the possibility that within 28 days of the proceedings having been started, any person with an interest in the building may apply to the magistrates for a CPO staying further proceedings. The application will be on the grounds that reasonable steps are being taken to preserve the building.
24. A CPO staying the proceedings must be granted if, but only if, the magistrates' court is satisfied that reasonable steps have been taken for the proper preservation of the building. The steps must have been taken by the date of the hearing. A mere promise that the relevant works will be undertaken in the future will not be enough to persuade the court to stay the proceedings.
25. If the magistrates refuse the CPO, an appeal can be made to the Crown Court.
26. If the magistrates grant the CPO, the local authority may appeal against the magistrates' decision.
27. A local authority may itself withdraw a repairs notice at any time.

### **Procedure for Making a Compulsory Purchase Order**

28. A CPO made under the P(LBCA) Act 1990 is required to conform with the procedures of:
  - (a) the [Acquisition of Land Act 1981](#); coupled with
  - (b) the [Compulsory Purchase of Land \(Prescribed Forms\) \(National Assembly for Wales\) Regulations 2004](#); which prescribe the forms to be used in connection with compulsory purchase procedures.Where objections to a CPO are to be considered by:
  - (c) the written representations procedure, the procedure is governed by the [Compulsory Purchase of Land \(Written Representations Procedure\) \(National Assembly for Wales\) Regulations 2004](#); or
  - (d) the public inquiry procedure the procedure is governed by the [Compulsory Purchase \(Inquiries Procedure\) \(Wales\) Rules 2010](#).
29. Detailed guidance on the procedures for making a CPO, and for seeking confirmation and implementing a confirmed CPO is given in [Part Five](#) of the Manual. The statutory procedures must be observed strictly.
30. Where it is appropriate, the use of the guidance given in [Part Five](#) of the Manual should be set in the context of the project management approach advocated in [Part Four](#) of the Manual.

### **Compensation**

31. Compensation for compulsory acquisition is assessed normally in accordance with principles derived from statute and case law, collectively referred to as the 'Compensation Code'.

32. Although this Manual does not cover compensation in detail, it is important for the user who is not an expert to have a basic knowledge of the subject to:
  - (a) prompt proper assessment of the local authority's potential liabilities; and
  - (b) ensure that helpful information is given to those directly affected by a CPO.
33. Paragraphs 512 – 675 in Part 5 of the Manual should be referred to for general guidance on compensation.
34. There are important specific points relating to the basis of compensation for the compulsory acquisition of a listed building which should be noted, and upon which advice should be taken.
35. First, [section 49 of the P\(LBCA\) Act 1990](#) enhances the planning assumptions that are applicable when assessing the valuation.
36. Second, the local authority may include within the compulsory purchase a direction for minimum compensation if it is satisfied that the building has been deliberately allowed to fall into disrepair. This can be done if it appears that the motive for doing so was to facilitate the demolition of the building and the development or redevelopment of the site or any adjoining site. Anyone served with a CPO containing such a direction can apply to a magistrate's court within 28 days for an order that the direction is removed. There is also a right of appeal to the Crown Court.
37. Third, the P(LBCA) Act 1990 restrains the entitlement to serve a listed building purchase notice when compulsory purchase proceedings are in progress.

#### **The Confirming Minister**

38. An CPO made under the P(LBCA) Act 1990 has to be considered and, if acceptable, confirmed by the Welsh Minister with responsibility for matters relating to the historic environment in Wales. A list detailing the Ministerial Responsibilities of the Welsh Ministers can be found [here](#).
39. The CPO should be submitted to the Welsh Ministers via the Planning Inspectorate Wales.

#### **Policy on the Use of Compulsory Purchase Powers**

40. The Welsh Government policy on the use and confirmation of compulsory purchase powers for listed buildings in need of repair purposes can be interpreted from national planning policy contained in Planning Policy Wales and guidance contained in [Circular 003/2019](#).  
[Click to view Best Practice Note L.2](#)

## Departmental Guidance and Procedural Advice

41. The main guidance on the making and submission for confirmation of CPOs to which the [Acquisition of Land Act 1981](#) applies is set out in [Circular 003/2019](#). Specific guidance is provided in [Section H in Part 2 of Circular 003/2019](#) on compulsory powers for CPOs made under [section 47 of the P\(LBCA\) Act 1990](#) for listed buildings in need of repair.
42. To assist those making CPOs under the P(LBCA) Act 1990, general guidance is provided in [Part 1 of Circular 003/2019](#) on justification for making a CPO, preparing and making a CPO, the confirmation process, implementation, and compensation. [Part 3 of Circular 003/2019](#) provides guidance on procedural issues. [Click to view Best Practice Note L.3](#)
43. The purpose of the guidance given in [Circular 003/2019](#) is to ensure as far as possible that no CPO is delayed or proves defective because of procedural faults, or through non-compliance with statutory or administrative requirements.
44. The principles of the guidance given in [Circular 003/2019](#) have been built into the guidance given in this Manual. The aim is to ensure the compulsory purchase process is managed efficiently and with care, avoiding both wasted time and expense, and reducing personal anxiety for those directly affected by a CPO. Nevertheless, [Circular 003/2019](#) remains a primary source of reference to be read and followed alongside this Manual. [Click to view Best Practice Note L.4](#)
45. There is knowledge and experience about the procedural and administrative aspects of CPOs in the Welsh Government's Land Division, which could be of benefit to local authorities.
46. Local authorities are expected to seek their own legal and professional advice when making a CPO, but it may seek advice if necessary from the Welsh Government:
  - (a) in general terms on powers and procedures;
  - (b) on specific proposals if there is doubt about the powers available, the choice of powers, or Welsh Government policy; and
  - (c) on the form of a draft CPO and its documentation where there is doubt about a particular point, but general vetting of a CPO should not be expected.
47. The Welsh Ministers have a quasi-judicial function in arriving at a decision about the confirmation of a CPO. This places a restraint on the manner in which officials may respond to direct requests for advice.
48. All such advice will be given informally and without prejudice to the consideration of any CPO by the Welsh Ministers. But:
  - (a) no legal advice will be offered, nor will any comment be made on the merits of a draft statement of reasons; and
  - (b) there can be no discussion whatsoever on the merits of a particular CPO.

## Best Practice

### Best Practice Note L.1

49. Local authorities should, where practicable, seek to acquire the threatened building by agreement before embarking on compulsory purchase.

[Click to return to paragraph 17](#)

### Best Practice Note L.2

50. For guidance on current policy on the use of compulsory purchase powers, obtain and study inspectors' reports and decisions on recent relevant CPOs, particularly those reported as having significant policy implications. Inspectors' reports and decisions can be requested from the relevant department of the Welsh Government. Relevant case law should also be taken into account.

[Click to return to paragraph 40](#)

### Best Practice Note L.3

51. Local authorities should be sure:
- (a) there is a sound policy basis for the use of compulsory purchase powers;
  - (b) the need and justification for the use of the powers is clear; and
  - (c) the scheme has a reasonable prospect of being funded and carried through.

[Click to return to paragraph 42](#)

### Best Practice Note L.4

52. Local authorities should keep those directly affected and other interested parties advised about what is being proposing. The name, telephone number and email address of a senior and knowledgeable person should be given to them who may be contacted for further information. Local authorities should provide affected and interested persons with a timetable for the process which should be kept to as far as possible. If the timetable should slip or change in any way this should be reflected in an amended timetable and interested parties should be advised. Local authorities should consider offering those with concerns about a CPO full access to alternative dispute resolution techniques.

[Click to return to paragraph 44](#)

*[Part Three](#) of the Manual contains guidance on providing information to people affected by compulsory purchase and negotiations with the owners and occupiers of affected land. For guidance on the project management approach to adopt for the particular project under consideration see [Part Four](#) of the Manual. Guidance on the procedures for making a CPO, seeking confirmation and implementing it see [Part Five](#) of the Manual.*

## Section M: Compulsory purchase orders for allotments purposes

### Introduction

1. You will have turned to this section of the Manual because you are involved with the possibility that your local authority will need to use compulsory purchase powers to acquire land to undertake a scheme in its role as a local authority having a statutory responsibility for allotments.
2. Here you will find a short introduction to the use of such powers, the source of the powers, and the purposes for which they may be used, and the procedures involved.
3. A summary of Welsh Government advice and guidance is given in [Welsh Government Circular 003/2019: Compulsory Purchase in Wales and 'The Crichef Down Rules \(Wales Version, 2020\)' \("Circular 003/2019"\)](#) which is discussed further under the heading Departmental Guidance and Procedural Advice.
4. You should read and keep in mind throughout the project the approach to informing people affected by compulsory purchase, and giving them guidance, outlined in [Section B of Part Three](#) of the Manual. Likewise, you should take account of the guidance given in [Section C of Part Three](#) about negotiation with affected parties.
5. Where appropriate, you are urged to have regard to the project management approach advocated in [Part Four](#) of the Manual, adapting it to the particular circumstances of your project.
6. For step by step guidance on the procedures for making a CPO, seeking confirmation and implementing it you should refer to [Part Five](#) of the Manual.
7. Throughout the Manual you will find best practice notes at the end of each section which are designed to prompt and remind you of important things to take into account.
8. You should always refer to the [Circular 003/2019](#) for guidance, when necessary.
9. The intention of the Manual is to assist you, your colleagues and specialist advisors to enable your local authority to use its powers for compulsory purchase positively, but fairly.

### Powers Covered by this Section

10. This section of the Manual covers the powers available to a local authority for the compulsory acquisition of land and the creation of new rights to enable it to meet its statutory responsibilities relating to the provision of allotments.
11. This power is given by the Small Holdings and Allotments Act 1908 (referred to in this section as "the 1908 Act") and the Local Government (Miscellaneous Provisions) Act 1976 where the compulsory acquisition of new rights is not specifically covered by the 1908 Act.

### **Schemes Covered by this Section**

12. Compulsory purchase powers may be used by a local authority in connection with various schemes, including for example:
  - (a) the provision of allotments; and
  - (b) the provision of grazing rights.
13. The context for such schemes is the responsibility placed on a local authority by the 1908 Act to acquire or lease land to provide allotments.
14. The extent of acquisition can vary considerably, ranging from the assembly of a number of hectares to a small area such as an access strip. However, the principles behind such acquisitions and the procedures to be followed are the same.

### **Acquisition by Agreement**

15. Although this Manual focuses on compulsory acquisition, local authorities are reminded they are normally expected first to make every effort to acquire land needed for their purposes by agreement. See Negotiation with Affected Parties in [Section C of Part Three](#) of the Manual.  
[Click to view Best Practice Note M.1](#)

### **Power to Acquire Compulsorily**

16. When acquisition by agreement is not possible, or cannot be reached on acceptable terms or for other reasons, a local authority may use its power of compulsory acquisition where there is a compelling case in the public interest, subject to ministerial confirmation.
17. [Section 25 of the 1908 Act](#) gives local authorities the power to acquire land compulsorily for the provision of allotments and [section 42](#) gives the power to acquire land for the purpose of letting grazing rights to tenants of smallholdings and allotments. [Section 13 of the Local Government \(Miscellaneous Provisions\) Act 1976](#) provides for the creation of new rights. This can be done either separately or together with the acquisition of land. See [Section K in Part 2 of Circular 003/2019](#) for guidance on the acquisition of new rights.
18. Instead of seeking to acquire outright ownership, it may be appropriate in some circumstances either to acquire a pre-existing lesser interest or to use the above powers to create a new right.  
[Click to view Best Practice Note M.2](#)

### **Procedure for Making a Compulsory Purchase Order**

19. A CPO made under the 1908 Act is required to conform with the procedures of:
  - (a) the [Acquisition of Land Act 1981](#); coupled with
  - (b) the [Compulsory Purchase of Land \(Prescribed Forms\) \(National Assembly for Wales\) Regulations 2004](#); which prescribe the forms to be used in connection with compulsory purchase procedures.

Where objections to a CPO are to be considered by:

- (c) the written representations procedure, the procedure is governed by the [Compulsory Purchase of Land \(Written Representations Procedure\) \(National Assembly for Wales\) Regulations 2004](#); or
  - (d) the public inquiry procedure the procedure is governed by the [Compulsory Purchase \(Inquiries Procedure\) \(Wales\) Rules 2010](#).
20. Detailed guidance on the procedures for making a CPO, and for seeking confirmation and implementing a confirmed CPO is given in [Part Five](#) of the Manual. The statutory procedures must be observed strictly.
21. Where it is appropriate, the use of the guidance given in [Part Five](#) of the Manual should be set in the context of the project management approach advocated in [Part Four](#) of the Manual.

### **Compensation**

22. Compensation for compulsory acquisition is assessed in accordance with principles derived from statute and case law, collectively referred to as the 'Compensation Code'.
23. Although this Manual does not cover compensation in detail, it is important for the user who is not an expert to have a basic knowledge of the subject to:
- (a) prompt proper assessment of the local authority's liabilities; and
  - (b) ensure that helpful information is given to those directly affected by a CPO.
24. Paragraphs 512 – 675 in Section A in [Part Five](#) of this Manual should be referred to for general guidance on compensation including blight from the effects of compulsory purchase.

### **The Confirming Minister**

25. A CPO made under the 1908 Act has to be considered and, if acceptable, confirmed by the Welsh Minister with responsibility for matters relating to allotments. A list detailing the Ministerial Responsibilities of the Welsh Ministers can be found [here](#).
26. The CPO should be submitted to the Welsh Ministers via the Planning Inspectorate Wales.

### **Policy on the Use of Compulsory Purchase Powers**

27. The Welsh Government policy on the use and confirmation of compulsory purchase powers for allotment purposes can be interpreted from national planning policy contained in Planning Policy Wales and guidance contained in [Circular 003/2019](#). [Click to view Best Practice Note M.3](#)

### **Departmental Guidance and Procedural Advice**

28. The main guidance on the making and submission for confirmation of CPOs to which the [Acquisition of Land Act 1981](#) applies is set out in [Circular 003/2019](#).
29. To assist those making CPOs under the 1908 Act, general guidance is provided in [Part 1 of Circular 003/2019](#) on justification for making a CPO, preparing and making a CPO, the confirmation process, implementation, and compensation. [Part 3 of Circular 003/2019](#) provides guidance on procedural issues. [Click to view Best Practice Note M.4](#)

30. The purpose of the guidance given in [Circular 003/2019](#) is to ensure as far as possible that no CPO is delayed or proves defective because of procedural faults, or through non-compliance with statutory or administrative requirements.
31. The principles of the guidance given in [Circular 003/2019](#) have been built into the guidance given in this Manual. The aim is to ensure the compulsory purchase process is managed efficiently and with care, avoiding both wasted time and expense, and reducing pressure on those directly affected by a CPO. Nevertheless, [Circular 003/2019](#) remains a primary source of reference to be read and followed alongside this Manual.  
[Click to view Best Practice Note M.5](#)
32. There is knowledge and experience about the procedural and administrative aspects of CPOs in the Welsh Government's Land Division, which could be of benefit to local authorities.
33. Local authorities are expected to seek their own legal and professional advice when making a CPO, but it may seek advice if necessary from the Welsh Government:
  - (a) in general terms on powers and procedures;
  - (b) on specific proposals if there is doubt about the powers available, the choice of powers, or Welsh Government policy; and
  - (c) on the form of a draft CPO and its documentation where there is doubt about a particular point, but general vetting of a CPO should not be expected.
34. The Welsh Ministers have a quasi-judicial function in arriving at a decision about the confirmation of a CPO. This places a restraint on the manner in which officials may respond to direct requests for advice.
35. All such advice will be given informally and without prejudice to the consideration of any CPO by the Welsh Ministers. But:
  - (a) no legal advice will be offered, nor will any comment be made on the merits of a draft statement of reasons; and
  - (b) there can be no discussion whatsoever on the merits of a particular CPO.

### **Best Practice**

#### Best Practice Note M.1

36. Local authorities should, where practicable, seek to acquire land required for their purposes by agreement before embarking on compulsory purchase.

[Click to return to paragraph 15](#)

#### Best Practice Note M.2

37. There may be circumstances in which a local authority's objectives could be achieved by acquiring a pre-existing lesser interest or creating a new right instead of acquiring outright ownership. This possibility should be given careful consideration.

[Click to return to paragraph 18](#)

### Best Practice Note M.3

38. For guidance on current policy on the use of compulsory purchase powers, obtain and study inspectors' reports and decisions on recent relevant CPOs, particularly those reported as having significant policy implications. Inspectors' reports and decisions can be requested from the relevant department of the Welsh Government. Relevant case law should also be taken into account.

[Click to return to paragraph 27](#)

### Best Practice Note M.4

39. Local authorities should be sure:
- (a) there is a sound policy basis for the use of compulsory purchase powers;
  - (b) the need and justification for the use of the powers is clear; and
  - (c) the scheme has a reasonable prospect of being funded and carried through.

[Click to return to paragraph 29](#)

### Best Practice Note M.5

40. Local authorities should keep those directly affected and other interested parties advised about what is being proposing. The name, telephone number and email address of a senior and knowledgeable person should be given to them who may be contacted for further information. Local authorities should provide affected and interested persons with a timetable for the process which should be kept to as far as possible. If the timetable should slip or change in any way this should be reflected in an amended timetable and interested parties should be advised. Local authorities should consider offering those with concerns about a CPO full access to alternative dispute resolution techniques.

[Click to return to paragraph 31](#)

*[Part Three](#) of the Manual contains guidance on providing information to people affected by compulsory purchase and negotiations with the owners and occupiers of affected land. For guidance on the project management approach to adopt for the particular project under consideration see [Part Four](#) of the Manual. Guidance on the procedures for making a CPO, seeking confirmation and implementing it see [Part Five](#) of the Manual.*

## Section N: Compulsory purchase orders for caravan sites purposes

### Introduction

1. You will have turned to this section of the Manual because you are involved with the possibility that your local authority will need to use compulsory purchase powers to acquire land to undertake a scheme in its role as having a statutory responsibility for the provision of caravan sites.
2. Here you will find a short introduction to the use of such powers, the source of the powers, and the purposes for which they may be used, and the procedures involved.
3. A summary of Welsh Government advice and guidance is given in [Welsh Government Circular 003/2019: Compulsory Purchase in Wales and 'The Crichef Down Rules \(Wales Version, 2020\)' \("Circular 003/2019"\)](#) which is discussed further under the heading Departmental Guidance and Procedural Advice.
4. You should read and keep in mind throughout the project the approach to informing people affected by compulsory purchase, and giving them guidance, outlined in [Section B of Part Three](#) of the Manual. Likewise, you should take account of the guidance given in [Section C of Part Three](#) about negotiation with affected parties.
5. Where appropriate, you are urged to have regard to the project management approach advocated in [Part Four](#) of the Manual, adapting it to the particular circumstances of your project.
6. For step by step guidance on the procedures for making a CPO, seeking confirmation and implementing it you should refer to [Part Five](#) of the Manual.
7. Throughout the Manual you will find best practice notes at the end of each section which are designed to prompt and remind you of important things to take into account.
8. You should always refer to the [Circular 003/2019](#) for guidance, when necessary.
9. The intention of the Manual is to assist you, your colleagues and specialist advisors to enable your local authority to use its powers for compulsory purchase positively, but fairly.

### Powers Covered by this Section

10. This section of the Manual covers the powers available to a local authority for the compulsory acquisition of land and the creation of new rights to enable it to meet its statutory responsibilities relating to the provision of caravan sites.
11. This power is given by the Mobile Homes (Wales) Act 2013 (referred to in this section as "the 2013 Act") and the Local Government (Miscellaneous Provisions) Act 1976 where the compulsory acquisition of new rights are not specifically covered by the 2013 Act.

## **Schemes Covered by this Section**

12. Compulsory purchase powers may be used by local authorities in connection with various schemes, including for example:
  - (a) the provision of sites for caravans;
  - (b) taking over an existing caravan site; and
  - (c) the provision of an access to a caravan site.
13. The context for such schemes is the responsibility placed on local authority by the 2013 Act to provide sites for caravans.
14. The extent of acquisition can vary considerably, ranging from the assembly of a number of hectares to a small area such as an access strip. However, the principles behind such acquisitions and the procedures to be followed are the same.

## **Acquisition by Agreement**

15. Although this Manual focuses on compulsory acquisition, local authorities are reminded they are normally expected first to make every effort to acquire land needed for their purposes by agreement. See Negotiation with Affected Parties in [Section C of Part Three](#) of the Manual.  
[Click to view Best Practice Note N.1](#)
16. The 2013 Act specifically provides that a local authority may acquire land for its purposes by agreement.

## **Power to Acquire Compulsorily**

17. When acquisition by agreement is not possible, or cannot be reached on acceptable terms or for other reasons, a local authority may use its power of compulsory acquisition where there is a compelling case in the public interest, subject to ministerial confirmation.
18. [Section 56 of the 2013 Act](#) gives a local authority the power to acquire land for its purposes. [Section 13 of the Local Government \(Miscellaneous Provisions\) Act 1976](#) provides for the creation of new rights. This can be done either separately or together with the acquisition of land. See [Section K in Part 2 of the Circular 003/2019](#) for guidance on the acquisition of new rights.
19. Instead of seeking to acquire outright ownership, it may be appropriate in some circumstances either to acquire a pre-existing lesser interest or to use the above powers to create a new right.  
[Click to view Best Practice Note N.2](#)

## **Procedure for Making a Compulsory Purchase Order**

20. A CPO made under the 2013 Act is required to conform with the procedures of:
  - (a) the [Acquisition of Land Act 1981](#); coupled with
  - (b) the [Compulsory Purchase of Land \(Prescribed Forms\) \(National Assembly for Wales\) Regulations 2004](#); which prescribe the forms to be used in connection with compulsory purchase procedures.

Where objections to a CPO are to be considered by:

  - (c) the written representations procedure, the procedure is governed by the [Compulsory Purchase of Land \(Written Representations Procedure\) \(National Assembly for Wales\) Regulations 2004](#); or

- (d) the public inquiry procedure the procedure is governed by the [Compulsory Purchase \(Inquiries Procedure\) \(Wales\) Rules 2010](#).
21. Detailed guidance on the procedures for making a CPO, and for seeking confirmation and implementing a confirmed CPO is given in [Part Five](#) of the Manual. The statutory procedures must be observed strictly.
  22. Where it is appropriate, the use of the guidance given in [Part Five](#) of the Manual should be set in the context of the project management approach advocated in [Part Four](#) of the Manual.

### **Compensation**

23. Compensation for compulsory acquisition is assessed in accordance with principles derived from statute and case law, collectively referred to as the 'Compensation Code'.
24. Although this Manual does not cover compensation in detail, it is important for the user who is not an expert to have a basic knowledge of the subject to:
  - (a) prompt proper assessment of the local authority's liabilities; and
  - (b) ensure that helpful information is given to those directly affected by a CPO.
25. Paragraphs 512 – 675 in Section A in [Part Five](#) of this Manual should be referred to for general guidance on compensation including blight from the effects of compulsory purchase.

### **The Confirming Minister**

26. A CPO made under the 2013 Act has to be considered and, if acceptable, confirmed by the Welsh Minister with responsibility for matters relating to land use planning. A list detailing the Ministerial Responsibilities of the Welsh Ministers can be found [here](#).
27. The CPO should be submitted to the Welsh Ministers via the Planning Inspectorate Wales.

### **Policy on the Use of Compulsory Purchase Powers**

28. The Welsh Government policy on the use and confirmation of compulsory purchase powers for caravan purposes can be interpreted from national planning policy contained in Planning Policy Wales and guidance contained in [Circular 003/2019](#).  
[Click to view Best Practice Note N.3](#)

### **Departmental Guidance and Procedural Advice**

29. The main guidance on the making and submission for confirmation of CPOs to which the [Acquisition of Land Act 1981](#) applies is set out in [Circular 003/2019](#).
30. To assist those making CPOs under the 2013 Act, general guidance is provided in [Part 1 of Circular 003/2019](#) on justification for making a CPO, preparing and making a CPO, the confirmation process, implementation, and compensation. [Part 3 of Circular 003/2019](#) provides guidance on procedural issues.  
[Click to view Best Practice Note N.4](#)
31. The purpose of the guidance given in [Circular 003/2019](#) is to ensure as far as possible that no CPO is delayed or proves defective because of procedural faults, or through non-compliance with statutory or administrative requirements.

32. The principles of the guidance given in [Circular 003/2019](#) have been built into the guidance given in this Manual. The aim is to ensure the compulsory purchase process is managed efficiently and with care, avoiding both wasted time and expense, and reducing pressure on those directly affected by a CPO. Nevertheless, [Circular 003/2019](#) remains a primary source of reference to be read and followed alongside this Manual.  
[Click to view Best Practice Note N.5](#)
33. There is knowledge and experience about the procedural and administrative aspects of CPOs in the Welsh Government's Land Division, which could be of benefit to local authorities.
34. Local authorities are expected to seek their own legal and professional advice when making a CPO, but it may seek advice if necessary from the Welsh Government:
- (a) in general terms on powers and procedures;
  - (b) on specific proposals if there is doubt about the powers available, the choice of powers, or Welsh Government policy; and
  - (c) on the form of a draft CPO and its documentation where there is doubt about a particular point, but general vetting of a CPO should not be expected.
35. The Welsh Ministers have a quasi-judicial function in arriving at a decision about the confirmation of a CPO. This places a restraint on the manner in which officials may respond to direct requests for advice.
36. All such advice will be given informally and without prejudice to the consideration of any CPO by the Welsh Ministers. But:
- (a) no legal advice will be offered, nor will any comment be made on the merits of a draft statement of reasons; and
  - (b) there can be no discussion whatsoever on the merits of a particular CPO.

### **Best Practice**

#### Best Practice Note N.1

37. Local authorities should, where practicable, seek to acquire land required for their purposes by agreement before embarking on compulsory purchase.  
[Click to return to paragraph 15](#)

#### Best Practice Note N.2

38. There may be circumstances in which a local authority's objectives could be achieved by acquiring a pre-existing lesser interest or creating a new right instead of acquiring outright ownership. This possibility should be given careful consideration.  
[Click to return to paragraph 19](#)

#### Best Practice Note N.3

39. For guidance on current policy on the use of compulsory purchase powers, obtain and study inspectors' reports and decisions on recent relevant CPOs, particularly those reported as having significant policy implications. Inspectors' reports and decisions can be requested from the relevant department of the Welsh Government. Relevant case law should also be taken into account.  
[Click to return to paragraph 28](#)

#### Best Practice Note N.4

40. Local authorities should be sure:
- (a) there is a sound policy basis for the use of compulsory purchase powers;
  - (b) the need and justification for the use of the powers is clear; and
  - (c) the scheme has a reasonable prospect of being funded and carried through.
- [Click to return to paragraph 30](#)

#### Best Practice Note N.5

41. Local authorities should keep those directly affected and other interested parties advised about what is being proposing. The name, telephone number and email address of a senior and knowledgeable person should be given to them who may be contacted for further information. Local authorities should provide affected and interested persons with a timetable for the process which should be kept to as far as possible. If the timetable should slip or change in any way this should be reflected in an amended timetable and interested parties should be advised. Local authorities should consider offering those with concerns about a CPO full access to alternative dispute resolution techniques.
- [Click to return to paragraph 32](#)

*Part Three of the Manual contains guidance on providing information to people affected by compulsory purchase and negotiations with the owners and occupiers of affected land. For guidance on the project management approach to adopt for the particular project under consideration see [Part Four](#) of the Manual. Guidance on the procedures for making a CPO, seeking confirmation and implementing it see [Part Five](#) of the Manual.*

# Section O: Compulsory purchase orders made under Part 7 of the Local Government Act 1972 for miscellaneous purposes

## Introduction

1. You will have turned to this section of the Manual because you are involved with the possibility that your local authority will need to use compulsory purchase powers to acquire land in relation to a responsibility for which there is no specific statutory provision for compulsory acquisition.
2. You may have scanned the headings of this Part of the Manual and found no reference to compulsory purchase powers for the particular requirement. For example, the purchase of a site for a new museum or a public library. In most cases the Local Government Act 1972 is the source of the necessary powers.
3. Here you will find a short introduction to the use of such powers, the source of the powers, and the purposes for which they may be used, and the procedures involved.
4. A summary of Welsh Government advice and guidance is given in [Welsh Government Circular 003/2019: Compulsory Purchase in Wales and 'The Cricheol Down Rules \(Wales Version, 2020\)' \("Circular 003/2019"\)](#) which is discussed further under the heading Departmental Guidance and Procedural Advice.
5. You should read and keep in mind throughout the project the approach to informing people affected by compulsory purchase, and giving them guidance, outlined in [Section B of Part Three](#) of the Manual. Likewise, you should take account of the guidance given in [Section C of Part Three](#) about Negotiations with Affected Parties.
6. Where appropriate, you are urged to have regard to the project management approach advocated in [Part Four](#) of the Manual, adapting it to the particular circumstances of your project.
7. For step by step guidance on the procedures for making a CPO, seeking confirmation and implementing it you should refer to [Part Five](#) of the Manual.
8. Throughout the Manual you will find best practice notes at the end of each section which are designed to prompt and remind you of important things to take into account.
9. You should always refer to the [Circular 003/2019](#) for guidance, when necessary.
10. The intention of the Manual is to assist you, your colleagues and specialist advisors to enable your authority to use its powers for compulsory purchase positively, but fairly.

## Powers Covered by this Section

11. This section of the Manual covers the powers available to a local authority (known as a 'principal council') for the compulsory acquisition of land and the creation of new rights to enable it to meet:
  - (a) its statutory responsibilities for the provision of services under the Local Government Act 1972 (referred to in this section as "the 1972 Act"); or
  - (b) its responsibilities relating to other statutory function for which no specific power for land acquisition has been provided.

12. This power is given by the 1972 Act and the Local Government (Miscellaneous Provisions) Act 1976 where the compulsory acquisition of new rights is not specifically covered by the 1972 Act. Principal councils made up of more than one local authority will also be able to rely on the 1972 Act, provided they have a general power elsewhere.

### **Schemes Covered by this Section**

13. Compulsory purchase powers may be used by a principal council in connection with various schemes. The context for such schemes is a function the responsibility for which is placed on the authority by a specific Act, but for which no specific power of compulsory purchase has been given. Examples include:
  - (a) the building or extension of a museum;
  - (b) the provision of a public convenience;
  - (c) acquiring land for a cemetery or crematorium;
  - (d) building a police communications centre;
  - (e) building a fire station;
  - (f) the provision of recreation facilities, public walks and pleasure grounds; or
  - (g) a refuse disposal site.
14. An example of a function for which no specific power of compulsory acquisition is given is the provision of libraries, museums and art galleries which is authorised by the [Public Libraries and Museums Act 1964](#). Specific guidance in relation to land acquired under [section 121 of the 1972 Act](#) for public libraries and museums is contained within [Section C in Part 2 of Circular 003/2019](#). CPOs for such purposes should be submitted to the Welsh Ministers accompanied by the following additional documents:
  - (a) a completed copy of form CP/AL1 (obtainable from [Section V in Part 4 of Circular 003/2019](#) or the [Welsh Government's website](#)); and
  - (b) a qualified valuer's report.
15. If a specific Act confers powers of compulsory purchase then this should be used. Many of these powers are covered in the preceding Parts of this section of the Manual.
16. The extent of acquisition can vary considerably, ranging from the assembly of many hectares to a small area such as an access strip. However, the principles behind such acquisitions and the procedures to be followed are the same.

### **Acquisition by Agreement**

17. Although this Manual focuses on compulsory acquisition, principal councils are reminded they are normally expected first to make every effort to acquire land needed for their purposes by agreement. See Negotiations with Affected Parties in [Section C of Part Three](#) of the Manual.  
[Click to view Best Practice Note O.1](#)

18. [Section 120 of the 1972 Act](#) enables a principal council to acquire land by agreement for any of its functions under the 1972 Act, or generally for the benefit, improvement or development of its area.
19. An Act which specifically authorises compulsory purchase will usually provide that a principal council may also acquire land for the particular purposes by agreement. Where this is not the case a principal council may turn to [section 120 of the 1972 Act](#), which enables it to acquire land by agreement for any of its functions under any enactment.
20. [Section 13 of the Local Government \(Miscellaneous Provisions\) Act 1976](#) provides for the creation of new rights. This can be done either separately or together with the acquisition of land. See [Section K in Part 2 of Circular 003/2019](#) for guidance on the acquisition of new rights.
21. Instead of seeking to acquire outright ownership, it may be appropriate in some circumstances either to acquire a pre-existing lesser interest or to use the above powers to create a new right.

### **Power to Acquire Compulsorily**

22. When acquisition by agreement is not possible, or cannot be reached on acceptable terms or for other reasons, a principal council may use its power of compulsory acquisition where there is a compelling case in the public interest, subject to ministerial confirmation.
23. Subject to the following paragraph, [section 121 of the 1972 Act](#) enables a principal council to acquire land or rights over land compulsorily for any of its functions under any other enactment. This power may be used where the specific act does not provide a power of compulsory purchase. There is a parallel power in [section 125 of the 1972 Act](#) for principal councils to purchase land on behalf of parish or community councils where they are unable to acquire land by agreement.  
[Click to view Best Practice Note O.2](#)
24. There are a number of constraints on the purposes for which [section 121 of the 1972 Act](#) may be used. It may not be used to acquire land compulsorily for the purposes of:
  - (a) the benefit, improvement or development of the authority's area (see [section 121\(2\)\(a\) of the 1972 Act](#));
  - (b) any of their functions under the Local Authorities (Land) Act 1963 (see [section 121\(2\)\(b\) of the 1972 Act](#)); or
  - (c) where the power of acquisition is by any enactment expressly limited to acquisition by agreement (see [section 121\(2\)\(c\) of the 1972 Act](#)).
25. For category [section 121\(2\)\(a\)](#) purposes, it is suggested that any necessary compulsory purchase should be considered under [section 226 of the Town and Country Planning Act 1990](#). See Section A of Part Two of the Manual.
26. The most common use of the [section 121 of the 1972 Act](#) power is therefore to allow the exercise of compulsory purchase for a function authorised by a specific Act.

27. When a CPO is made by a principal council under [section 121 of the 1972 Act](#) or under [section 125 of the 1972 Act](#) on behalf of a community council, paragraph 1 of the CPO should cite the relevant acquisition power and state the purpose of the CPO, by reference to the 1972 Act under which the purpose may be achieved. Where practicable, the words of the relevant section of the enabling Act should be inserted in the CPO. Examples are provided within [Section C in Part 2 of Circular 003/2019](#).

### **Procedure for Making a Compulsory Purchase Order**

28. A CPO made under [sections 121](#) or [125 of the 1972 Act](#) is required to conform with the procedures of:
- (a) the [Acquisition of Land Act 1981](#); coupled with
  - (b) the [Compulsory Purchase of Land \(Prescribed Forms\) \(National Assembly for Wales\) Regulations 2004](#); which prescribe the forms to be used in connection with compulsory purchase procedures.

Where objections to a CPO are to be considered by:

- (c) the written representations procedure, the procedure is governed by the [Compulsory Purchase of Land \(Written Representations Procedure\) \(National Assembly for Wales\) Regulations 2004](#); or
  - (d) the public inquiry procedure the procedure is governed by the [Compulsory Purchase \(Inquiries Procedure\) \(Wales\) Rules 2010](#).
29. Detailed guidance on the procedures for making a CPO, and for seeking confirmation and implementing a confirmed CPO is given in [Part Five](#) of the Manual. The statutory procedures must be observed strictly.
30. Where it is appropriate, the use of the guidance given in [Part Five](#) of the Manual should be set in the context of the project management approach advocated in [Part Four](#) of the Manual.

### **Compensation**

31. Compensation for compulsory acquisition is assessed in accordance with principles derived from statute and case law, collectively referred to as the 'Compensation Code'.
32. Although this Manual does not cover compensation in detail, it is important for the user who is not an expert to have a basic knowledge of the subject to:
- (a) prompt proper assessment of the authority's liabilities; and
  - (b) ensure that helpful information is given to those directly affected by a CPO.
33. Paragraphs 512 – 675 in Section A in [Part Five](#) of this Manual should be referred to for general guidance on compensation including blight from the effects of compulsory purchase.

### **The Confirming Minister**

34. A CPO made under the 1972 Act has to be considered and, if acceptable, be confirmed by a Welsh Minister. The Welsh Minister who will be the confirming minister will depend on the enabling power for the purpose for which the acquisition is to be made. A list detailing the Ministerial Responsibilities of the Welsh Ministers can be found [here](#).

35. When considering whether to confirm or make a CPO, the Welsh Ministers will have regard to questions concerned with the ability of a principal council to meet the costs of purchasing the relevant land at market value and to carry forward the scheme for which the CPO has been made or would be made. Principal councils should, therefore, consider very carefully whether they have the necessary resources to carry out a compulsory purchase of land. A principal council which makes a CPO on behalf of a community council may recover from the community council the expenses which it has incurred (see [Section C in Part 2 of Circular 003/2019](#)).
36. The CPO should be submitted to the Welsh Ministers via the Planning Inspectorate Wales.

### **Policy on the Use of Compulsory Purchase Powers**

37. The Welsh Government policy on the use and confirmation of compulsory purchase powers for miscellaneous purposes under the 1972 Act can be interpreted from national planning policy contained in Planning Policy Wales and guidance contained in [Circular 003/2019](#).  
[Click to view Best Practice Note O.3](#)

### **Departmental Guidance and Procedural Advice**

38. The main guidance on the making and submission for confirmation of CPOs to which the [Acquisition of Land Act 1981](#) applies is set out in [Circular 003/2019](#). Specific guidance is provided in [Section C in Part 2 of Circular 003/2019](#) on compulsory powers for CPOs made for miscellaneous purposes by principal councils under the 1972 Act.
39. To assist those making CPOs under [sections 121](#) or [125 of the 1972 Act](#), general guidance is provided in [Part 1 of Circular 003/2019](#) on justification for making a CPO, preparing and making a CPO, the confirmation process, implementation, and compensation. [Part 3 of Circular 003/2019](#) provides guidance on procedural issues.  
[Click to view Best Practice Note O.4](#)
40. The purpose of the guidance given in [Circular 003/2019](#) is to ensure as far as possible that no CPO is delayed or proves defective because of procedural faults, or through non-compliance with statutory or administrative requirements.
41. The principles of the guidance given in [Circular 003/2019](#) have been built into the guidance given in this Manual. The aim is to ensure the compulsory purchase process is managed efficiently and with care, avoiding both wasted time and expense, and reducing pressure on those directly affected by a CPO. Nevertheless, [Circular 003/2019](#) remains a primary source of reference to be read and followed alongside this Manual.  
[Click to view Best Practice Note O.5](#)
42. There is knowledge and experience about the procedural and administrative aspects of CPOs in the Welsh Government's Land Division, which could be of benefit to principal councils.
43. A principal council is expected to seek its own legal and professional advice when making a CPO, but it may seek advice if necessary from the Welsh Government:
  - (a) in general terms on powers and procedures;

- (b) on specific proposals if there is doubt about the powers available, the choice of powers, or Welsh Government policy; and
  - (c) on the form of a draft CPO and its documentation where there is doubt about a particular point, but general vetting of a CPO should not be expected.
44. The Welsh Ministers have a quasi-judicial function in arriving at a decision about the confirmation of a CPO. This places a restraint on the manner in which officials may respond to direct requests for advice.
45. All such advice will be given informally and without prejudice to the consideration of any CPO by the Welsh Ministers. But:
- (a) no legal advice will be offered, nor will any comment be made on the merits of a draft statement of reasons; and
  - (b) there can be no discussion whatsoever on the merits of a particular CPO.

### **Best Practice**

#### Best Practice Note O.1

46. Principal councils should, where practicable, seek to acquire land required for their purposes by agreement before embarking on compulsory purchase.

[Click to return to paragraph 17](#)

#### Best Practice Note O.2

47. There may be circumstances in which a principal council's objectives could be achieved by acquiring a pre-existing lesser interest or creating a new right instead of acquiring outright ownership. This possibility should be given careful consideration.

[Click to return to paragraph 23](#)

#### Best Practice Note O.3

48. For guidance on current policy on the use of compulsory purchase powers, obtain and study inspectors' reports and decisions on recent relevant CPOs, particularly those reported as having significant policy implications. Inspectors' reports and decisions can be requested from the relevant department of the Welsh Government. Relevant case law should also be taken into account.

[Click to return to paragraph 37](#)

#### Best Practice Note O.4

49. Principal councils should be sure:
- (a) there is a sound policy basis for the use of compulsory purchase powers;
  - (b) the need and justification for the use of the powers is clear; and
  - (c) the scheme has a reasonable prospect of being funded and carried through.

[Click to return to paragraph 39](#)

## Best Practice Note O.5

50. Principal councils should keep those directly affected and other interested parties advised about what is being proposing. The name, telephone number and email address of a senior and knowledgeable person should be given to them who may be contacted for further information. Principal councils should provide affected and interested persons with a timetable for the process which should be kept to as far as possible. If the timetable should slip or change in any way this should be reflected in an amended timetable and interested parties should be advised. Principal councils should consider offering those with concerns about a CPO full access to alternative dispute resolution techniques.

[Click to return to paragraph 41](#)

*[Part Three](#) of the Manual contains guidance on providing information to people affected by compulsory purchase and negotiations with the owners and occupiers of affected land. For guidance on the project management approach to adopt for the particular project under consideration see [Part Four](#) of the Manual. Guidance on the procedures for making a CPO, seeking confirmation and implementing it see [Part Five](#) of the Manual.*

## Part Three - Contact with People

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## Section A: Introduction for Users

### Overview

1. You will have turned to this Part of the Manual for general guidance and best practice points on:
  - providing information to people affected by compulsory purchase; and
  - negotiations with the owners and occupiers of affected land.
2. Helpful information for affected people and fair negotiation should permeate the whole compulsory purchase process.
3. It is important to adopt your own approach and style of management for these two aspects of the process. Try to put yourself in the position of the person with whom you are dealing, to test the balance to strike between achieving your acquiring authority's purpose in the public interest, and the concerns and reasonable expectations of the individual.
4. You should relate the guidance given here to your project management programme, adapted from the guidance given in [Part Four](#), together with the guidance on powers and policy given in [Part Two](#), and the compulsory purchase procedures set out in [Part Five](#).

### General Approach

5. It is very important to recognise you (or your colleagues) may have a dual role as a provider of information and a negotiator on behalf of the acquiring authority. If the roles are not clearly distinguished, affected parties will be confused and may doubt the sincerity and integrity of the acquiring authority.
6. If practicable, it may be best to allocate the distinct roles to different officers.
7. It is particularly important to be aware there is usually a transition between the roles. For example, discussions about the likely timetable of the process can naturally lead to the subject of whether the acquiring authority is prepared to acquire a property in advance of the CPO being made. Such discussions can quickly turn into negotiations.
8. If possible, set up arrangements to ensure affected parties can clearly distinguish between those who represent the acquiring authority in order to provide information and guidance and those whose role is to negotiate. Ensure there is one point of contact on the general running of the project and make sure they are different from the authority's surveyor/valuer/expert professional (e.g. flooding).

### Development Partners

9. The guidance in this Section of the Manual is directed at the acquiring authority and its agents. However, it is equally applicable to any selected development partner the acquiring authority may have.
10. As a body exercising statutory powers in a sensitive and fair way, the acquiring authority will wish to ensure its chosen selected development partner adopts an approach which is consistent with those principles. It should be remembered the way in which a selected development partner behaves towards affected parties is likely to reflect on the acquiring authority.

In the event land is transferred to a selected development partner, the acquiring authority will fully remain responsible for implementation of the scheme, taking ownership of the land and ensuring the project is delivered appropriately.

11. To achieve a common approach between the acquiring authority and its selected development partner, it will be necessary to establish a clear framework identifying the roles and responsibilities of each party. This is usually best achieved by including this framework in a legal agreement. It is also important to clarify roles for negotiation and authorisations, and remember to agree Heads of Terms and agree an exit strategy.
12. The term “acquiring authority” is used throughout the Manual and refers to those bodies authorised by statute to acquire land by compulsion for a specific purpose i.e. local authority, agency, statutory undertaker, or operator with compulsory purchase powers.

## Section B - Information and Guidance

### Introduction

13. Throughout the Manual, and particularly in the commentary on the project management of the process advocated in [Part Four](#), emphasis is placed on the importance of providing good information and guidance to those affected by compulsory purchase, with the aim of reducing personal concerns and inconvenience.
14. Essentially, this means the acquiring authority should be prepared to expend resources and effort in being as open as possible at all stages of the process. It should provide useful, timely and accurate information, offer personal contact with people who know the answers to queries, and give helpful guidance where it is requested, subject only to the restraint imposed by any justifiable commercial confidentiality.

### People's Concerns

15. It has to be accepted development schemes can give rise to controversy, fuelled by a lack of knowledge, misunderstanding, misinterpretation and confusion.
16. In the absence of facts, incorrect conclusions can be drawn, and in any event, speculation and rumour is generated. Opposition groups emerge and the media often report the situation in a manner which is more often than not provocative. Add to this any hint or suggestion land will be acquired compulsorily, and the situation becomes complicated for all concerned.
17. It is against this potential background an acquiring authority initiating and carrying out any development scheme should take all reasonable steps to ensure the interested public are given information and guidance on what is intended, why and how. Early and continuous engagement with the local community (including residents and the community or town council) is important to gain support for the scheme and to reduce the number of potential objections to the use of compulsory purchase powers if required at a later stage. It is particularly important early and continuous engagement is also undertaken with those directly affected by a scheme especially where it involves the acquisition of land either by agreement or compulsorily.  
[Click to view Best Practice Note 1](#)
18. In addition to the benefits of engaging with the interested public the acquiring authority has statutory duties to discharge. These include those contained in [section 149\(1\) of the Equality Act 2010](#) namely to have regard to the need to:
  - eliminate discrimination, harassment, victimisation and any other conduct that is prohibited under the [Equality Act 2010](#);
  - advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it; and
  - foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

Protected characteristics are defined in [section 149\(7\) of the Equality Act 2010](#). Engaging with the affected communities will enable the necessary information to discharge these duties to be disseminated.

The need to engage fully with this obligation is highly recommended as where there is potential to impact on the rights of persons with protected characteristics special care is needed to show the scheme is nevertheless justified.

[Click to view Best Practice Note 2](#)

### **Assumptions about People's Knowledge**

19. A compulsory purchase order (CPO) made by an acquiring authority will be based normally on a specific policy and/or proposal, the principle of which will have been the subject of public consultation and debate.
20. The basis of such a CPO should therefore be known. However, it should not be assumed owners and occupiers of land directly affected by a development plan policy or proposal will have knowledge, or an understanding, of the intentions of the acquiring authority or the implications of the authority taking direct action involving a CPO.

[Click to view Best Practice Note 3](#)

### **Information and Contact Person**

21. It is best practice for acquiring authorities to provide affected parties with a consistent first point of contact who can deal with queries regarding the scheme. For example, the appointment by the acquiring authority early in the process of an officer with responsibility for Information and Contact. It is best practice for this to be the project manager or one of their team as advocated in [Part Four](#) of the Manual. In any case, it should be a person within the acquiring authority who is knowledgeable about the project and the whole compulsory purchase process. This person should be responsible for providing information and guidance to the public and be easily accessible via telephone, e-mail or by post. Affected parties and their representatives should be encouraged to establish relationships with the nominated person. If there is a change in personnel of the first point of contact affected parties should be notified immediately.
22. From the outset, the project manager should ensure an information sharing programme for the project is prepared, part of which will be aimed at keeping those potentially directly affected informed. It is also important for the project manager to maintain regular contact with contractors to receive regular updates in case they are contacted by a member of the local community. Suitable personnel, with adequate resources, should be allocated to the role of project manager this includes, where required, someone who can communicate in Welsh.
23. The person given responsibility for information should prepare, monitor and update a simple timetable for the project and the acquisition process, as a guide for affected and interested persons.
24. There are legal requirements to provide information on request, particularly in relation to environmental schemes, of which a CPO is likely to form part. The Environmental Information Regulations 2004 set out the requirements for a public authority to make environmental information available. The acquiring authority is also likely to have a 'publication scheme' under the [Freedom of Information Act 2000](#) ("the 2000 Act") setting out what sorts of information are published and where, which would have to be followed.

25. Under the [2000 Act](#) individuals have two powers in respect of public authorities: the right to know whether information exists and the right to receive the information.
26. Public authorities are under a duty to publish a publication scheme, which is a list of the types of information they routinely publish, the format in which it is available, and at what cost, if any, it may be obtained.
27. If the acquiring authority is classed as a public authority under the [2000 Act](#) (the principal list of types of authorities is listed at [Schedule 1 to the Act](#)), then it is likely to have a publication scheme in force. The project team should obtain it and make information relating to the project available according to its provisions.
28. The project team will respond to requests for the existence of information and for the information itself, according to the provisions of the [2000 Act](#). There are various exemptions to providing the information, such as it could be obtained by other means, or the cost of producing it would be above a limit set down by the Welsh Ministers. These are set out at [section 12](#) and [Part II of the 2000 Act](#).

### **Publicity**

29. The process of compulsory purchase involves the collection, storage and the use of personal data. Whilst it is justifiable to collect, hold and use personal data, it is also necessary to consider what data is needed for what purpose and for how long it needs to be held. The obligations under the [Data Protection Act 2018](#) for the storage and use of personal data must be taken into account.
30. As early as possible in the process, it is best practice for a press release to be issued to brief and update the local media on the acquiring authority's intentions and the steps which will be taken. Otherwise the local media could be left to interpret published reports and other information which comes to light.
31. The planning application stage/s will generate their own publicity and will need careful handling to avoid misunderstanding in the context of the information and guidance being made available about the compulsory purchase. Likewise, the process of the acquiring authority joining with a prospective selected development partner (if this is the way the scheme is to be implemented). It will be important to ensure the information given by short-listed and selected development partners is correct and not mishandled.

### **Codes of Practice**

32. The project manager should ensure the project team (including any consultants) has a good appreciation of the value and importance of providing useful information and guidance at various stages in a project, in an appropriate way and with the right attitude.
33. Some acquiring authorities produce a Code of Practice relating to the carrying out of works and compulsory purchase. In many cases, particularly for statutory undertakers, this is because there is a statutory requirement to do so. However, even in the absence of this requirement, it is worth considering whether a document should be produced setting out the way in which the acquiring authority will conduct itself and explaining what affected parties are entitled to expect through the process. It is best practice to provide this document to all potentially affected parties.

The [Well-Being of Future Generations \(Wales\) Act 2015](#) (“WBFG Act”) sets out [seven WBFG Act well-being goals](#) and a sustainable development principle which public bodies must have a regard to when undertaking their statutory duties. To demonstrate consideration has been given to these requirements, public bodies with compulsory acquisition powers must have regard to the following five ways of working (outlined in [section 5 of the WBFG Act](#)):

- involve a diversity of the population in the decisions which affect them;
- work with others in a collaborative way to find shared sustainable solutions;
- take an integrated approach so all public bodies look at all the well-being goals in deciding on their priorities;
- understand the root causes of issues to prevent them from occurring and examining whether resources are currently deployed should change; and
- look to the long term so not to compromise the ability of future generations to meet their own needs.

34. If there is a Code of Practice or similar document, the project team should be familiar with its content and follow the adopted procedures.

### **Serious Intent: Communication and Engagement**

35. For larger projects the appointment of a communications specialist may sometimes be appropriate to put information into an understandable and effective form. For all sized projects, the use of a social media, a specified e-mail address for handling correspondence and a website providing key facts can be useful. The use of social media is particularly important to engage with people otherwise the void created by not using this medium is likely to be filled with the sharing of mis-information about a scheme which can affect trust and support for the acquiring authority.
36. Providing information and guidance about potential compulsory purchase should not be regarded as a public relations exercise. It is necessary to allay inevitable anxieties for people who may be dispossessed, either by agreement or compulsion. It is best practice for acquiring authorities to engage and share information with these people from an early stage in the process by ensuring a well-resourced project team is in place. This will help ascertain individual needs which can be planned and mitigated for. A well-resourced project team is also important to ensure delivery of the project on time and on budget. Affected parties should be communicated with regularly throughout the CPO process including providing brief updates where there are no significant updates.
37. The focus of engagement should be to collaborate and communicate early with, and not at, affected parties. It is important affected parties are provided with information at each stage of the CPO process including:
- any related acquiring authority policies such as relocation or fees;
  - statutory obligations the authority has; or
  - the rights or responsibilities affected parties may have.

[Click to view Best Practice Note 4](#)

38. The earlier in the project community involvement and engagement takes place the greater the opportunity there is to consider realistic alternatives. When it comes to making the CPO, the compelling case will be established and the underlying development scheme, by that time, will become fairly fixed and adjustment will be difficult. Documenting community engagement is therefore important.  
[Click to view Best Practice Note 5](#)
39. Whereas it can be appropriate for an acquiring authority to use publicity to promote support for a scheme, this is best kept separate from the information being provided to those directly affected by a CPO.  
[Click to view Best Practice Note 6](#)
40. It is best practice for acquiring authorities to provide information to the general public through a mix of general publicity particularly via the local media including newspapers, radio advertisements and possibly through:
- (a) informal advertisement,
  - (b) information sheets,
  - (c) leaflets drops,
  - (d) newsletters,
  - (e) targeted mail drops in key consultation zones or in hard to reach areas providing electronic copies of documents on USB memory sticks or making them available on line,
  - (f) offering to provide electronic copies of documents on request which can be made either via letter, e-mail or telephone,
  - (g) making specific contact with hard to reach groups,
  - (h) social media channels etc.

The acquiring authority may consider it useful to utilise 'live' methods such as public drop-in events including exhibitions, meetings, preview evenings, "ask the expert" online sessions, and webinars on specific issues.

The combination of in-person and digital engagement techniques can be useful in terms of engaging all members of local community, gathering support for proposals, discussing key issues and disseminating information on the following matters associated with a scheme:

- the possibility of acquiring land by agreement;
- compensation;
- timescales;
- relocation and re-housing opportunities including availability of funding assistance i.e. bridging finance; and
- contacts within the acquiring authority.

'Drop-in' style events, both in-person and digitally, provide access to both information on the underlying scheme and to members of the project team who can provide explanations in a way documents cannot. In-person drop-in events may be of particular benefit to those who do not use the internet, have poor internet connection or have other protected characteristics or needs.

In addition, making documentation available online and the holding of digital engagement events can allow engagement with hard to reach groups, under represented demographic groups, or members of the community who are unable view documents in-person due to their hours of work. Acquiring authorities should seek to engage established local community groups and/or town centre forums to aid community liaison and receive representatives from elected members and across the wider community.

In addition, it is best practice for information and guidance to be provided to those potentially directly affected by compulsory purchase on an individual basis by letter, telephone, or e-mail.

[Click to view Best Practice Note 7](#)

41. To provide local communities with the opportunity to ask questions and have access to members of the project team who may have otherwise been available at consultation events it may be appropriate for acquiring authorities to use surgery-style Q&A sessions or utilising a live chat facility on an acquiring authority website focusing on specific themes where those living near the land can seek further information about the proposals serving a function similar to that provided by public drop-in events. This could also include webinars with telephone dial-in facilities and podcasts could be produced, perhaps combined with a scaled-up approach to a community letter drop (if this can be practically printed and distributed) and other electronic and smart phone applications could be brought into use and effect. There will also be a need to factor in the timescales for undertaking these consultation methods alongside the timescales for delivery of the overall scheme, for example, in relation to funding availability. When undertaking these activities, and engagement in general, acquiring authorities should consider the needs of communities in terms of their first language requirements. Acquiring authorities should be able to demonstrate it has considered inclusivity in its action when reporting on the decision to make a CPO in committee reports or potentially at a public inquiry.  
[Click to view Best Practice Note 8](#)
42. It is important to focus and engage in collaboration on what is possible (not what has been done in the past) and take it forward on an agreed basis (wherever possible), ensuring an effective and quality engagement process. For instance, many acquiring authorities already use highly effective and inclusive forms of digital engagement methods such as:
  - Interactive webpages: This is an alternative way for people to interrogate proposals, allowing them to focus in on specific aspects, use interactive maps and visuals, and be pointed towards ways to find out more information. It also allows acquiring authorities to post electronic notices on their websites and social media channels of when virtual exhibitions and face-to-face events are schedule.
  - Virtual exhibitions: This allows the user to view the exhibition boards in a visually engaging way and get the same level of information as if they had attended an event.
43. A move to a digital communications strategy will come with a significant responsibility of ensuring inclusion, particularly with hard to reach groups, and those with protected characteristics such as age and disability which may be disproportionately disadvantaged if particular care and attention is not paid to reaching these groups. It is essential for acquiring authorities to ascertain the existence of equalities and social groups in the locality of the proposed scheme and work closely with community groups and representatives on identifying those who cannot access digital resources. Once established, community groups and representatives may be able to assist with engagement on the scheme and with the project team through a mixture of consultation methods such as phone-ins, webinars, audio messages, easy to access infographics and documents provided direct.

Community and town councils can also be used to channel feedback using online or telephone briefing, along with the potential of organisations such as Planning Aid Wales to provide independent support to individuals in helping to navigate complex documentation and prepare responses to a potential CPO. Whilst that approach is not the same as holding public drop-in events in a 'live' and present format, these new formats and methods have the potential to reach a wider range of individuals than traditional formats have. Where a combined approach of in-person and digital engagement activities are planned it is important they are joined-up to provide consistent and coherent messaging to the public. Best practice guidance on use of digital engagement tools is provided in paragraphs 45 – 46 below.

44. When conducting consultation, engagement or negotiation with affected parties and members of the wider local community, acquiring authorities and selected development partners should maintain respect, empathy and understanding throughout. It is important to establish good working relationships with affected parties in order to progress a scheme. Positive relationships can also increase support and buy-in to a scheme. This applies equally to affected parties and members of the wider local community e.g. gaining support from local councillors can help promote understanding of the acquisition schemes amongst local residents.

*Digital engagement tools – best practice*

45. The use of digital tools in combination with in-person activities can add value to the following areas associated consultation and engagement:
  - (a) People: The use of digital engagement tools can increase the number and diversity of the people in the community reached. They can also help with the analysis of responses. However, they should be easy and convenient for people to use, for example, a half-hour online survey is likely to achieve a lower response rate compared to a tool which can be accessed quickly and on a platform such as a mobile phone or tablet. Examples of the types of digital engagement tools available and their services for increasing engagement include:
    - 'Online Community heat maps' which provide evidence of people in a locality commenting and interacting with each other on a specific topic, e.g. a development scheme. This engagement can be amplified by acquiring authorities sharing this activity on their social media channels.
    - Paid advertisement (where acquiring authority's budgets allow) on social media channels such as Facebook, Instagram and NextDoor. This can be targeted at specific communities i.e. by postcode areas or different age demographics and create a large audience very quickly.
    - 'Computer generated images' (CGI) can help reinforce messages and bring illustrations of development schemes alive through the use of before and after visions.
  - (b) Trust: It is important to build trust in any engagement, whether undertaken in-person or digitally, to allow open minded debate on proposals and to maintain or enhance the reputation of an acquiring authority. Building trust can help bring people together in collaboration rather than in defensive mode. Digital engagement tools provide an opportunity to increase transparency and openness through genuine and meaningful conversations. For example, social media channels can create an evolving set of content through comments rather than a one-off people survey or poll.

- (c) Insight: Insight on the shared understanding of the needs of a community can be gained through the volume of engagement, quality of interactions, trust gained and built up during the consultation period, and through holding genuine and meaningful conversations. This insight can then be used as part of the evidence base to inform development schemes, for example its design.
46. The value of digital engagement tools is they can assist acquiring authorities identify which parts of the community have been engaged and which haven't. Also, if there are gaps in the demographics of those consulted, for example, age range or geographic locations. This will allow acquiring authorities to undertake targeted approaches with hard to reach or underrepresented groups either through digital tools, in-person activities or bespoke methods.

### **Correspondence**

47. Correspondence whether electronic or in hard copy should be written with care, anticipating concern and always offering personal contact. When contact is offered by telephone it is important to ensure the number is always manned and not covered by automatic telephone answering arrangements which may be perceived as evasive and can be frustrating. It is best practice for e-mails to be acknowledged promptly and responded to within 7 working days.  
[Click to view Best Practice Note 9](#)
48. It can be of considerable benefit to supplement the statutory forms and procedures with easily understood explanations of what they mean and guidance on what the recipient can do if confused or concerned. It is best practice to offer access to the nominated contact for further information, guidance and assistance.  
[Click to view Best Practice Note 10](#)

### **Openness and Confidentiality**

49. It can be difficult to establish an informative and caring approach to dealing with enquiries and concerns from the public in the initial stage of a project when it is being thought through and worked up for a decision on whether or not to proceed.
50. At this stage it is also likely options for the project may be under consideration, and commercial and other confidentiality considerations may apply. It has to be recognised there will be early rumour and concern at this stage, probably triggered by initial investigation and enquiry by the authority's team, including preliminary surveys, approaches about the ownership and acquisition of land.
51. For a local authority it is particularly difficult to balance the desire and requirement for an open style of local government with the need to prevent ill-informed and unnecessary rumour. There will be rumour, and it has to be accepted information to counter it is not always easy to give at the early stage.
52. Acquiring authorities should attempt to strike a reasonable balance between confidentiality and openness, taking into account any statutory provisions which apply with regard to disclosure. The aim should be to work quickly to a decision on the process to be followed which can be fully disclosed to those affected and concerned.

53. Once the acquiring authority has taken its decision to proceed and to take steps to acquire land by compulsory purchase if necessary, i.e. the “pre-making of a CPO stage”, the provision of information and guidance becomes much more straightforward and should focus on matters such as:
- (i). What the public benefits will be from the scheme, especially if the relocation of people and businesses is involved which would not have occurred without the use of compulsory purchase powers.
  - (ii). Justifying the rationale for why individual parcels of land may be required and included in a CPO. It is important to identify potential questions in advance and rehearse answers. Confidence in the acquiring authority can be damaged if no answers or a lack of information is provided. A decision on the land assembly strategy and the scheme should come first rather than the decision to make a CPO otherwise this will be difficult to justify. A CPO may form part of the land assembly strategy but it won't be the strategy.
  - (iii). How are people and businesses likely to be affected, for example, if a CPO is to be sought, will it involve relocation. Consideration should be given to the benefits of compiling a Residential Charter for Relocation and/or Business Relocation Strategy. This needs to be thought about at the planning stage. Acquiring authorities should have in place up to date policies which are flexible on relocation i.e. residents may not be able to provide receipts for relocation due to lack of finances, a solution would be to give them an option to provide three quotes.
  - (iv). The mitigation measures which could be put in place.
  - (v). The assistance which can be provided to affected parties (for example, assistance with any planning applications which they may need to make as a result of a scheme) and how they can contact representatives from the acquiring authority if there are difficulties or misunderstandings. Also, how will information be disseminated to affected parties to keep them up to date on the progress of the project.
  - (vi). When the land may need to be required.
  - (vii). The programme for the delivery of the scheme and whether or not it is phased. Also, consider what information the acquiring authority is willing to share.
  - (viii). Giving a reasonable indication of when a CPO may be used and when relocation will be required. This could save on compensation i.e. the not sharing of information may force the shutting down of a business if insufficient time is given for relocation. For example, a clothes retailer, give them an indication so they can run down their stock levels or place orders.
54. For those directly affected information and guidance is likely to be combined with firm approaches to acquire land or interests by agreement. Those making these approaches should be properly briefed and well informed. See also Negotiations with Affected Parties in Section C of this Part of the Manual.

## **Public Scrutiny and Regular Information**

55. The open process of making an application for planning permission often occurs as the project is moved forward. This will often provide the first serious public scrutiny of the proposals. The opportunity should be taken by the acquiring authority to make clear its intentions, and where possible, respond to and try to meet objections and criticism.  
[Click to view Best Practice Note 11](#)
56. From this point onwards, it is best practice for acquiring authorities to keep people regularly informed, never assuming everyone has a clear and continuing grasp of what is being done even if they have been told before and certainly not if the project timetable slips and there are long gaps between processes. Throughout the CPO process, acquiring authorities should attempt to create certainty and confidence by keeping affected parties informed and updated on the latest stage of a project.
57. Acquiring authorities should try and keep delays to a minimum although it is recognised this can be influenced by external factors. One way to mitigate against this is to provide a 'not before' date to affected parties, for example, "we don't expect to seek resolution of the Council to use compulsory purchase powers before x date".  
[Click to view Best Practice Note 12](#)

## **Guidance**

58. Where any person directly affected by the need to acquire land is uncertain about how to proceed, acquiring authorities should follow best practice and give general guidance on the process, procedures, outcome and likely timing.
59. If the acquiring authority has produced its own Code of Practice (as some are required to do) this should be provided voluntarily to affected parties.
60. It is often appropriate to direct people to other organisations which may be able to assist. These could include the Citizens Advice Bureau, the National Farmers Union Cymru or the Country Land and Business Association Cymru depending on the circumstances.
61. It is always worth reminding people independent advice on their particular case can be obtained from surveyors, solicitors and other experts. The relevant professional bodies will be able to provide details of suitably experienced practitioners in the area.
62. Whenever advice is offered on the ways in which further guidance can be obtained it could include an explanation of the basis on which any costs incurred would be considered by the acquiring authority or others involved in the process. Legal advice may be required on this point.  
[Click to view Best Practice Note 13](#)

## **Complaints**

63. It is best practice to appoint an independent person to investigate complaints of failure to provide information. It will be for the acquiring authority to decide whether this is appropriate.

In any event, it should be made clear to those directly affected by a CPO they should contact the Chief Executive (or person of similar standing) immediately if they feel aggrieved about the manner in which the matter is being pursued on behalf of the authority.

[Click to view Best Practice Note 14](#)

## Section C - Negotiations with Affected Parties

### Introduction

64. It is emphasised in the guidance given in this Manual that from the outset of the implementation of a scheme, the acquiring authority should, wherever possible, attempt to acquire the necessary interests by agreement. This requires early contact and negotiation with all affected parties and their agents. Guidance on the procedure for acquisition by agreement is given in Section A of [Part Five](#) of the Manual. Acquiring authorities are encouraged to consider the use of Memorandum of Agreement to demonstrate a willingness to acquire interests by agreement. Guidance on the use of Memorandum of Agreement is given in paragraphs 24 – 30 in Section A of [Part Five](#) of the Manual. Where acquisition by agreement cannot be reached, acquiring authorities should consider use of their compulsory purchase powers.
65. The manner in which negotiations are pursued can greatly affect the attitude of affected parties towards the acquiring authority in general and a negotiated purchase in particular. The general guidance given on the approach to such negotiations is designed to assist both parties to come to amicable agreement.
66. This section is mainly related to negotiations prior to the making of a CPO. However, the principles remain applicable in circumstances following the making and confirmation of a CPO. In all cases it is important negotiations are undertaken in parallel with the compulsory purchase process as it can help bring certainty and advance acquisition schemes.
67. In the majority of cases negotiations will be undertaken by the acquiring authority. Where negotiations are undertaken by the acquiring authority's selected development partner, extra care will be needed to ensure a consistent approach is adopted. It will also be necessary to adopt procedures which ensure affected parties can clearly distinguish between those representing the acquiring authority (or its agents) and those representing the selected development partner. It is important to recognise even with a clear distinction, the actions of a selected development partner are likely to reflect on the acquiring authority. It is inappropriate for an acquiring authority to pass the responsibility for contact with affected parties to a selected development partner. It is preferable if the role of the selected development partner is complementary to that of the acquiring authority. Those affected should always have access to direct contact with the acquiring authority which retains overall responsibility for the compulsory purchase process.
68. When undertaking negotiations with affected parties it is important to establish from the outset who in the acquiring authority or selected development partner has the authorisation to make decisions and settle claims i.e. the appropriate grade level and upper limit of compensation which can be signed-off. It is also important to ensure an adequate payment system is in place to enable the prompt settlement of agreed claims. This will not only assist the financial position of claimants but also the reputation of the acquiring authority.  
[Click to view Best Practice Note 15](#)

## Initial Contact with Owners and Occupiers

69. There is danger the first discussion may occur by chance between the occupier and a member of the acquiring authority's project team, who is not briefed on the issues connected with land acquisition. For example, through a survey of the land. Such unplanned encounters should be avoided, if at all possible.  
Another way to ensure all members of the acquiring authority's project team are fully briefed is to ensure they have access to a "points to note" document. This should be kept updated with lines to take to ensure consistency in responses to any queries. It should not be an extensive document, i.e. no longer than 2 sides of A4. It can also be a useful document to disseminate internally when there are multiple departments of the acquiring authority involved in project.  
[Click to view Best Practice Note 16](#)
70. To avoid misunderstanding, it is best practice for the initial contact to be a letter sent via recorded delivery to all potentially affected parties giving as much information as possible and identifying a named individual who may be contacted for further details. This is because at this stage it is highly likely the postal address may be the only contact information known. Also, a written letter may be taken more seriously than a less formal approach. An example of this type of letter is provided in Appendix 1 in [Part Six](#) of this Manual. If a chance meeting occurs, a letter should be subsequently sent via recorded delivery confirming the name of the acquiring authority's representative and the matters discussed. The process for sharing information with stakeholders should be established from the outset.  
[Click to view Best Practice Note 17](#)
71. Irrespective of the way in which the initial contact is made, it should be appreciated affected parties will need time to absorb the information supplied. There may be issues which do not occur to them immediately but they wish to raise subsequently. Arrangements should be made to allow this.
72. It is best practice for affected parties to be notified first of the scheme and the potential need to acquire their land either by agreement or compulsory purchase. It is recommended this is done in a face-to-face meeting and not at same time as general public. A written note of the meeting should be taken and circulated to all parties along with an invitation to participate in negotiations with the acquiring authority.
73. The formulation stage of a project offers the opportunity to obtain useful information from the occupier, such as:
- ownership and third party rights
  - boundaries;
  - ability/willingness to sell;
  - property specific matters such as ground conditions/contamination; and
  - details of neighbouring land.

## Style of Discussions

74. It is advised representatives of the acquiring authority adopt an open and consistent style in discussions. In particular, when explaining a CPO is likely to be made, care should be taken to ensure this is not presented as a threat.
75. It should be explained the compulsory acquisition of land will be the method of last resort and purchase by agreement is the preferred option.
76. If agreement is possible and practicable, the compulsory purchase route may only be required to deal with unknown owners and the removal of restrictions. However, it is very important the affected party is not misled into thinking the acquiring authority will not pursue a compulsory purchase if necessary.
77. It is important to engage consistently with affected parties at the right time, tell them the correct things, maintain sensitivity of contact, and to reach a standard position especially with businesses. It may be impossible to agree on all aspects, however, it may be possible to reach an acceptable position on some. It should be at the forefront of the acquiring authority's considerations the impact the use of compulsory purchase powers may have on the affected party. For example, this action could take away someone's family home or displacing someone from their community, friends, family and their safety net. Likewise, someone's business which they have spent years building and which is their livelihood could be taken away. Acquiring authorities are advised to consider the options of the people and businesses affected, and avoid being seen to be unhelpful or arrogant. Otherwise it could potentially be brought to light at public inquiry.

[Click to view Best Practice Note 18](#)

## Issues for Discussion

78. Early discussions with affected parties will often be about practical issues such as timing and probability rather than purchase. Most occupiers will initially be more concerned about how long they have before dispossession and whether there is a possibility they may not be affected.
79. It may only be later in the process (perhaps once the CPO is made) affected parties will give serious consideration to purchase by agreement.  
[Click to view Best Practice Note 19](#)
80. Before actively pursuing acquisition by agreement, it is advised the acquiring authority put in place a relocation policy indicating what it is prepared to do to help (see [Part Five](#) of the Manual). This might be a simple document giving details of local estate agents or it might be a full relocation service with consultants retained by the authority to advise affected parties on the possibilities and mechanics of relocation.
81. Where only part of a property is to be acquired, there may be additional sensitivities. The acquiring authority's representatives may be able to discuss matters such as accommodation works and mitigation works as well as the likely impact of the scheme.
82. In many cases it will not be necessary to take possession until later. It is advised acquiring authorities adopt a flexible policy which evolves with the project. In the early stages it may be worthwhile to explore the option of acquiring land early through an exchange and delayed completion agreement.

Through this type of agreement acquiring authorities can acquire the land but the landowner or occupier remains on the land whilst terms of claim are settled or the scheme is ready for implementation. Alternatively, the acquiring authority may wish to purchase the property interest and allow occupation to continue on the basis of a terminable tenancy. Consideration should be given to making any agreements conditional on an undertaking not to object to the CPO.

[Click to view Best Practice Note 20](#)

## Disputes

83. There are likely to be disputes which will not be resolved by negotiation and discussion. These will often appear to relate to the inclusion of land in the CPO. Thus, if unresolved they are likely to proceed to public inquiry or be considered by the written representations procedure. Where discussions with affected parties take place either face-to-face, over telephone or email, or attempts are made to contact affected parties, it is advised acquiring authorities keep a record of the discussions or log when attempts to engage were made. I.e. time, date, duration, who spoke with and what said. This evidence may need to be used at a public inquiry in rebuttal to a challenge by an objector, for example, to a lack of contact made by acquiring authority to engage in negotiations.
84. Many objections which proceed to the public inquiry or considered by the written representations procedure are based on the impact of the scheme in detail, whilst some are concerned with operational issues or compensation. Other objections are on the basis of a fundamental opposition to the scheme. To help acquiring authorities manage, monitor the status of, and respond to, objections to a CPO, it is best practice to use an 'Objection Tracker Schedule'. The Objection Tracker Schedule should be kept under review at monthly team meetings up until the public inquiry. This can help cross reference the different impacts of the scheme and where potential objections could originate from. It can also prevent any objections emerging as a surprise at the public inquiry. An Objection Tracker Schedule groups objections into categories i.e.
- Red: Little prospect of a change in the position of the objector or no engagement has been achieved with the objector.
  - Amber: Further engagement required with objector, continue to undertake negotiations.
  - Green: (a) The objection has been withdrawn e.g. an agreement to purchase the land voluntarily has been reached; or  
(b) The objector has agreed to enter into a Memorandum of Agreement or a Settlement Agreement with the acquiring authority.

A template CPO Objector Tracker Schedule is provided in Appendix 26 in [Part Six](#) to this Manual.

85. Many objections to a CPO are made on the basis of landowners having their own development schemes for the land the subject of the CPO. In these instances, acquiring authorities can offer to enter into an agreement known as a 'Settlement Agreement' with landowners to ensure implementation of their development schemes, outside of the compulsory purchase process, and to bring land back into use. Where landowners have their own development schemes decide against entering into a Settlement Agreement or fail to comply with such agreements, acquiring authorities may present this to an inspector as evidence of a lack of proactive action being taken by the landowner over their land. It can also assist with justification for the making of the CPO. A template Settlement Agreement can be found in [Appendix 21 in Part Six](#) to this Manual.

[Click to view Best Practice Note 21](#)

86. If negotiations reach a stalemate, acquiring authorities are encouraged to explore the use Alternative of Dispute Resolution (ADR) techniques with objectors to resolve disputes. This process is explained paragraphs 673 – 675 in Section A of [Part Five](#) of the Manual. ADR may well produce an acceptable settlement, or at the least clarify and simplify the issues prior to being considered by the written representations procedure or a public inquiry or other hearing. If objectors reject the use of ADR techniques to resolve disputes acquiring authorities can use this as part of their evidence at a public inquiry or written representations. Further guidance as to when to use ADR techniques is provided within [Part 1 of Welsh Government Circular 003/2019: Compulsory Purchase in Wales and 'The Crichef Down Rules \(Wales Version, 2020\)'](#).

[Click to view Best Practice Note 22](#)

87. Acquiring authorities may consider, before making a full resolution, issuing a 'resolution in principal' to use compulsory purchase powers based on the outcome of the pre-actions they have undertaken i.e.

*"As a matter of principal, the Council/Organisation would be prepared to use our statutory compulsory purchase powers to progress the scheme which we believe is in the public interest".*

88. A 'resolution in principal' is helpful to outline the:

- acquiring authority's approach, and
- land assembly scheme.

It also introduces the potential for the use of compulsory purchase powers prior to full resolution and signals the serious intent of the authority to bring forward the scheme in the public interest. This can help bring certainty to the authority's position which can assist with negotiations to acquire land/properties by agreement. It can also help the acquiring authority develop detailed arguments and documentation to support the full resolution to make a CPO.

89. A 'resolution in principal' followed by a full resolution can keep landowners informed and avoid any unnecessary administrative costs if compulsory purchase is not something which the acquiring authority would seek to pursue under normal circumstances. It also allows the acquiring authority to separate the 'in principle' decision to use compulsory purchase powers from the detailed evidence and justification ahead of resolving to make the CPO. The process can provide certainty for all concerned on the acquiring authority's intention to pursue the proposal and support negotiations with landowners about purchase by agreement. Further guidance on 'resolution in principal' and resolution to make a CPO is included in [Part Five](#) of the Manual.

## Compensation

90. The acquiring authority will have to determine how best to deal with the issue of compensation and the value of the land. Offers to purchase land by agreement in excess of statutory compensation levels may appear efficient at the time but may lead to future problems. Offers made without any qualification may prejudice the acquiring authority's position in the future and offers should be fair and realistic.  
[Click to view Best Practice Note 23](#)
91. Acquiring authorities should be open and transparent with affected parties on the budget available for compensation claims, including setting individual budgets for each phase of the programme. Otherwise, it can be difficult, for example, when last minute objectors say they wish to relocate but in Phase 2. It is also important to set an overall strategic budget to deal with last minute claims. For example, in Phase 1 in order to remove objections and thus reduce the overall cost of the CPO.
92. It is important to be honest and up front on the payment of compensation with affected parties from the outset of a project. To assist affected parties calculate the amount of compensation they may be able to claim, and to address concerns over entitlement to compensation, acquiring authorities can make (where possible) a without prejudice 'in principal' offer or 'an at least offer' of compensation. Likewise, they can offer advance agreements on compensation to resolve disputes or make parties aware of the availability of ADR techniques to resolve disputes without going to the Upper Tribunal (Lands Chamber). Where a scheme will involve the acquisition of a statutory undertaker's land or apparatus/equipment, it is important acquiring authorities engage and commence early negotiations with the relevant statutory undertaker.  
[Click to view Best Practice Note 24](#)
93. Under [section 52\(1\) of the Land Compensation Act 1973](#) acquiring authorities may make an advance payment of compensation for the acquisition of an interest in land following a request being made by the person entitled to it i.e. the claimant. A request for an advance payment of compensation may be made at any time after the compulsory acquisition has been authorised.  
[Click to view Best Practice Note 25](#)

94. Where the acquiring authority is proceeding in partnership with a selected development partner, the issue of price can present particular difficulties. Developers often wish to offer excessive sums to conclude deals - these are frequently more than the Upper Tribunal (Lands Chamber) would award. There can be no definitive guidance on the merits of this approach. This is an aspect on which specialist advice should be sought.

[Click to view Best Practice Note 26](#)

## Section D – Best Practice

### Best Practice Note 1

95. Communication and engagement is absolutely critical to the process. It is important to look 3 - 5 years ahead to what an acquiring authority wants to see delivered.

[Click to return to paragraph 17](#)

### Best Practice Note 2

96. Leading community figures such as local or town councillors can sway communities and they should be engaged by acquiring authorities early in the process.

[Click to return to paragraph 18](#)

### Best Practice Note 3

97. CPOs made by an acquiring authority for an infrastructure or service purpose come as a surprise to affected people. From the outset, and throughout the process, all those potentially affected by a CPO should be kept well informed by acquiring authorities with accurate and timely information and guidance. The aim should be designed to reduce uncertainty.

[Click to return to paragraph 20](#)

### Best Practice Note 4

98. Responses to community engagement and consultation exercises should inform the initial assessment of land required to deliver the scheme and it is advised an audit trail is kept by acquiring authorities. This will help increase transparency and confidence in the acquiring.

[Click to return to paragraph 37](#)

### Best Practice Note 5

99. Engagement by acquiring authorities should be early and effective i.e. early enough to influence the acquiring authority and effective enough to demonstrate that influence. Also, it is advised the period of engagement is made certain and made clear to the local community to allow adequate time for responses. It is important engagement activities take place at a time when the CPO scheme is not fixed.

[Click to return to paragraph 38](#)

### Best Practice Note 6

100. The information and guidance which is given to affected parties and communities should reflect the acquiring authority's intention to alleviate the anxieties and fears of people affected by the prospect of compulsory purchase. It is important to provide sufficient information to allow members of the community to understand what is being proposed.

[Click to return to paragraph 39](#)

### Best Practice Note 7

101. It is advised acquiring authorities develop an engagement strategy to shape how they will consult with communities. If little or no engagement is undertaken it could result in unnecessary objections being made against the CPO. When planning and preparing to use digital engagement tools such as online webinars consider splitting sessions into smaller events. For example, instead of one 3 ½ hour event host four ½ hour events instead.

[Click to return to paragraph 40](#)

### Best Practice Note 8

102. In certain communities religious figures hold a lot of influence and they should be engaged from the outset by acquiring authorities.

[Click to return to paragraph 41](#)

### Best Practice Note 9

103. It is important acquiring authorities keep a log of telephone calls and document all correspondence with affected parties and members of the public.

[Click to return to paragraph 47](#)

### Best Practice Note 10

104. Although compulsory purchase is a formal statutory process it is important acquiring authorities do not to allow this to constrain the style of informative correspondence and responses to direct queries.

[Click to return to paragraph 48](#)

### Best Practice Note 11

105. The public nature of the planning application process and the requirement to serve notice on owners of land should be used fully by acquiring authorities to explain the purpose of the scheme and the possible land acquisition requirements.

[Click to return to paragraph 55](#)

### Best Practice Note 12

106. It is important acquiring authorities maintain regular direct contact with affected parties even if the project timetable slips.

[Click to return to paragraph 57](#)

### Best Practice Note 13

107. It is advised acquiring authorities make clear to those seeking guidance if expert advice is taken there can be no guarantee the costs will be recoverable. The expert approached should be able to advise the potential client on this issue.

[Click to return to paragraph 62](#)

### Best Practice Note 14

108. Acquiring authorities should adopt the practice of giving regular, full, timely and accurate information.

[Click to return to paragraph 63](#)

#### Best Practice Note 15

109. Acquiring authorities should set out to finalise negotiated settlements early in the process as this can help with compensation comparables.

[Click to return to paragraph 68](#)

#### Best Practice Note 16

110. Ensure the first meeting between a potentially affected owner and the acquiring authority's representative is planned rather than by chance. The representative should be well briefed and if unable to answer any questions concerning the project immediately should do so as quickly as possible thereafter.

[Click to return to paragraph 69](#)

#### Best Practice Note 17

111. It is advised acquiring authorities ensure all letters to potentially affected parties are sent via recorded delivery to ensure they are received by the respected party.

[Click to return to paragraph 70](#)

#### Best Practice Note 18

112. Acquiring authorities should beware of creating future problems, for example, do not be led into indicating changes could be made to the scheme which would make the acquisition of land unnecessary. Whilst this may prove to be the case, it should only be mentioned if thorough review indicates it is a realistic possibility.

[Click to return to paragraph 77](#)

#### Best Practice Note 19

113. Acquiring authorities should be prepared for approaches from affected parties seeking early acquisition or early commitment. In particular, be aware of the acquiring authority's responsibility to deal with blight notices. It is advised procedure and policy be established in advance.

[Click to return to paragraph 79](#)

#### Best Practice Note 20

114. Any agreement in advance of compulsory purchase should be considered carefully. In particular, acquiring authorities should beware of creating tenancies which may confer security of tenure and will thus need to be acquired.

[Click to return to paragraph 82](#)

#### Best Practice Note 21

115. Acquiring authorities may wish to seek landowners/developers agreement to commit to a Settlement Agreement and commence the CPO process in the background. If landowners/developers don't comply with the Settlement Agreement, acquiring authorities could continue with the CPO as the process would have already been commenced. This could save time and money.

[Click to return to paragraph 85](#)

#### Best Practice Note 22

116. If disputes arise between an acquiring authorities and affected parties it is recommended the use of an alternative dispute resolution technique be considered.

[Click to return to paragraph 86](#)

#### Best Practice Note 23

117. Where a local authority is contemplating use of its compulsory purchase powers consideration may be given to whether best value for public money could be achieved by acquiring the land through agreement at a value which exceeds market value but is lower than the end overall cost of acquiring via a CPO. I.e. proceeding with a CPO could incur additional costs and resources such as preparing for and attending a public inquiry, paying reasonable professional fees and making statutory compensation payments.

[Click to return to paragraph 90](#)

#### Best Practice Note 24

118. Where a CPO will involve the acquisition of a statutory undertaker's land or apparatus/equipment, as part of the negotiations acquiring authorities can offer to enter into Asset Protection Agreements for the relocation of apparatus or other equipment.

[Click to return to paragraph 92](#)

#### Best Practice Note 25

119. Acquiring authorities should encourage and remind claimants who wish to submit a claim for advance payment of compensation to do so with the appropriate level of evidence to substantiate and support their claim. This will enable the claim to be processed without unnecessary delay.

[Click to return to paragraph 93](#)

#### Best Practice Note 26

120. When making offers, acquiring authorities should be mindful not to prejudice their positions. In some cases, offers can be made on a basis which is "without prejudice" to the ongoing CPO procedure.

[Click to return to paragraph 94](#)

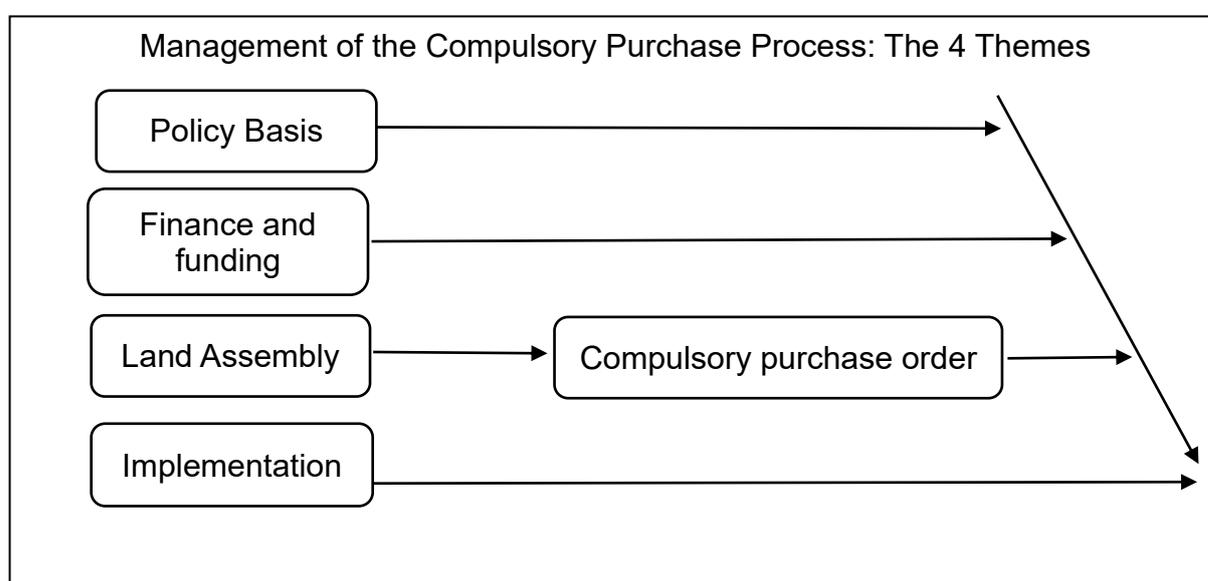
# Part Four – Project Managing the Compulsory Purchase Process

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## Introduction

1. This section of the Manual provides guidance on the management of a project involving the use of compulsory purchase by an acquiring authority and which warrants an overall approach to ensure the process is carried out efficiently and effectively. The guidance given is designed to provide prompts on best practice, procedures and management. It assumes knowledgeable and expert advice is to hand as necessary at each stage to deal with questions and complexities which will arise throughout the process.
2. The suggested management approach is based on the co-ordination of four themes of a project introduced. A suggested framework for the co-ordination of the four themes is outlined below although other methods can be used:



3. The suggested framework is developed and explained in this section for use in a project involving compulsory purchase powers covered by [Part Two](#) of this Manual.
4. The management approach suggested is designed to help organise and run the process efficiently with all those involved in the project i.e. specialist advisers, lawyers, council members, etc. Also, the management programme should be adapted with its commentary and checklists as may be necessary to suit the circumstances of the case.
5. The acquiring authority's organisational structure should be reflected insofar as it may differ from the traditional committee-based/management group and chief officer system which the guidance in this section of the Manual is predominantly based.

Whichever structure is employed it is important decisions are taken in accordance with the scheme of delegation and information and updating on the project are provided to the relevant committee, group or officer.

6. The management approach should be used as the basis for making step by step progress towards achieving the project, for prompting action, and for checking and monitoring process.
7. As the process is worked through regular reference should be made to [Part Two](#) of this Manual for general guidance on the use of compulsory purchase power chosen. Also, [Part Five](#) of this Manual provides more detailed guidance on the procedures for preparing and making the compulsory purchase order (CPO), seeking its confirmation and its implementation.
8. The term “acquiring authority” is used throughout the Manual and refers to those bodies authorised by statute to acquire land by compulsion for a specific purpose i.e. local authorities, government agencies, statutory undertakers etc.

#### **An Overall Management Approach**

9. To ensure compulsory purchase powers are used efficiently, effectively, fairly and sensitively, good project management is required. This demands the process and the statutory procedures of compulsory purchase are carried out in the overall context of the project for which the powers are to be used. An overall management approach should therefore be adopted. The aim is to achieve the co-ordination, linking and overlapping which is necessary to integrate the policy basis for the project with its funding sources, the assembly of land and its implementation.
10. The guidance which follows explains how this overall management approach can be put into effect.

#### **Management Arrangements**

11. A project which depends on compulsory purchase is likely to take a number of years. It will require a dedicated and consistent commitment to management and the allocation of adequate resources to bring it to a satisfactory conclusion.
12. From the outset, a project manager should be identified by the acquiring authority with clear responsibility for overseeing, managing and completing the project.  
[Click to view Best Practice Note 1](#)
13. The resources for undertaking the project have to be understood and established as realistically as possible.

For example, acquisition costs will not be known at the outset but a realistic estimate should be made to ensure finance for the project will be sufficient and in place when needed. The project will require a commitment and input from various professionals associated with the acquiring authority and may include:

- (a) land use planners for establishing the planning policy framework and dealing with the development management and related aspects of the project;
- (b) housing officers (where the use of compulsory purchase powers for housing purposes is being considered); urban designers / architects; and engineers for establishing the basic form of the project and its traffic, services (including drainage) and engineering aspects, and discussing and agreeing these with the planning, highway and other authorities;
- (c) surveyors for defining the exact requirements for land and/or rights, assessing land values, identifying property interests, and negotiating compensation, purchases by agreement and with any prospective selected development partner;
- (d) financial officers to ensure the availability of funding for the project such as acquisitions by agreement, for forced acquisitions, and to meet compensation commitments (including blight payments which may arise relatively early in the process) and the timely commitment of any funds from sources other than the acquiring authority;
- (e) solicitors for ensuring conformity with statutory procedures including drafting of documents, dealing with arrangements for a public inquiry and agreements with objectors, conveyancing, development or indemnity agreements, and commercial transactions; and
- (f) support staff to undertake administrative tasks.

Acquiring authorities may need to appoint specialist advisers to supplement some of these areas of expertise. Appointments should be made as early as possible in the process.

[Click to view Best Practice Note 2](#)

14. Projects of this type raise difficult and sometimes sensitive political issues which will need urgent and authoritative resolution. This requires a well-briefed committee or management group of the acquiring authority, able to meet at short notice and to take cabinet or organisational decisions without delay.

[Click to view Best Practice Note 3](#)

15. Commitment from the acquiring authority is particularly important for any project which requires for its implementation a partnership with the private sector.

For local authorities, political commitment is particularly fundamental when there is a need for the use of compulsory purchase powers and members of the council should be kept well informed and regularly briefed.

16. Chief Executives and leaders of councils should ensure commitment is clearly demonstrated and sustained throughout the project. This will give the private sector confidence to commit time, resources and investment to underpin the compulsory purchase process as well as the wider development process.

### **The Management Process**

17. Once the project is up and running, a core project team comprised of the acquiring authority and representative from the selected development partner (where applicable) should be established. The core project team should meet regularly i.e. monthly which will provide the basis for reporting to the ad hoc committee or management group and for reporting to the Cabinet of the Council or Executive as may be necessary.
18. At certain stages in the project these meeting cycles will need to be more frequent to respond to intense activity. Minutes of the meetings and a clear indication of responsibilities for action are essential to maintaining the momentum and commitment of the team, particularly as not everyone will be involved in the project at all times as the process will take some time.
19. A project management programme (PMP) should be made the centrepiece of the meetings of both the project team and the members of the council or management group. It should be adjusted, updated and re-circulated to all concerned. This will ensure understanding of:
  - the overall project,
  - stage reached,
  - difficulties being encountered,
  - slippage in time,
  - anticipation of problems ahead, and
  - the importance of the inputs of various professionals.

[Click to view Best Practice Note 4](#)

### **An Illustrative Project Management Programme**

20. At the end of this Part of the Manual there is an [example PMP](#). This illustrates a programme for an overall management approach to a project involving the use of compulsory purchase powers.

21. The illustrative PMP assumes the project is being initiated by an acquiring authority which intends to enter into a partnership arrangement with a private sector developer for its implementation. It also assumes a public inquiry into the CPO will be required. The advice on activities associated with public inquiries is equally applicable to where a CPO is considered via the written representations procedure.
22. The illustrative PMP adopts a four themed approach involving:
  - Theme 1 - Policy basis for the project
  - Theme 2 - Financial and funding considerations;
  - Theme 3 - Land assembly and related requirements; and
  - Theme 4 - Implementation of the project.

These form the basic framework of any project and will interact with each other during the course of the delivery of the project.
23. Each theme of the PMP has a breakdown of the activity required. The columns in the illustrative PMP represent the timing and relationship of each step. An indication of overall time is given in months for illustrative purposes as the actual time taken for a project will vary depending on the circumstances.  
[Click to view Best Practice Note 5](#)
24. The illustrative PMP highlights the pivotal position of the CPO process which is shown as an activity under Theme 3.
25. There are a number of periods between the four themes of the PMP which are critical to the process. These periods are identified in the illustrative PMP as:
  - Period A - Initial Period;
  - Period B - Preparatory Period;
  - Period C - Objection Period; and
  - Period D - Decision and Possession Period.

Each period is separated by a vertical dashed line in the illustrative PMP.
26. Failure to complete the steps in any of the four themes by the end any of the specified periods is likely to lead to a need to reset and extend the PMP.
27. The following guidance on the illustrative PMP gives prompts to the user, highlights important relationships between the four themes in each of the periods of the PMP and identifies best practice notes. Summary checklists of the steps which should be taken during each period is also provided.

#### Period A - Initial Period of the PMP

28. The *Initial Period* is the period during which the acquiring authority will formally move towards seeking compulsory purchase powers. The activities to be undertaken during the *Initial Period* can be grouped together under the following headings:
  - Anticipation of seeking compulsory purchase powers.

- The policy basis for the project (Theme 1).
  - The financing and funding of the project (Theme 2).
  - Land assembly and related requirements (Theme 3).
  - The implementation of the project (Theme 4).
29. Section A of [Part Five](#) of the Manual will be of general assistance during the *Initial Period* of the PMP.

*Anticipation of seeking compulsory purchase powers*

30. The control over ownership of land is fundamental to the achievement of any development project.
31. Most projects initiated by acquiring authorities involving land not in their ownership will require compulsory purchase powers available, at least in the background, to ensure implementation.
32. Many projects initiated and carried forward by acquiring authorities will depend on a partnership with the private sector or another agency, particularly for the funding of the project. Such partners will need the assurance of the acquiring authority's commitment to compulsory land assembly if it becomes necessary. In return, acquiring authorities will need the commitment of the partner to underpin the financial liabilities involved and to demonstrate the feasibility of the project. Further guidance on the steps acquiring authorities can take to minimise risks associated with working with partners to deliver a project is provided in paragraph 91 [below](#).
33. Compulsory purchase powers may not be required if the acquisition of all the necessary land and rights can be secured by agreement through negotiation. However, unless acquiring authorities already own the freehold of the land required and all the necessary rights over adjoining land etc., it is wise to assume there may be:
- unknown land ownership, or
  - a previously undiscovered right attached to the land which, without compulsory purchase powers, could delay the implementation of the project.
- [Click to view Best Practice Note 6](#)
34. It should also be assumed objections will be raised against the principle and the detail of the project. For example, declaring the powers unnecessary, demonstrating the scheme is not viable, or arguing it can be carried out without the acquiring authority's intervention or without the inclusion of part of the land. Acquiring authorities and their prospective selected development partner/s will need to be able to address and rebut such objections.
35. It can also be expected acquiring authorities' procedures will be challenged by both those who own land in the area and others who have no direct interest.

36. Speculative purchases of land or option agreements in the area of the project made by parties perhaps seeking a partnership with acquiring authorities or to gain financial compensation should also be anticipated.
37. Every step the acquiring authority takes through its project programme will need to be carefully scrutinised and tested by the project team. This includes the requirement to satisfy the Welsh Ministers as to the need and appropriateness of exercising compulsory purchase powers.

[Click to view Best Practice Note 7](#)

#### *Theme 1 - Policy basis for the project*

38. The initial concept for the involvement of an acquiring authority in a development scheme, involving the possible use of its compulsory purchase powers, may be stimulated by a review of [development plan](#) policies. These may reflect, for example, a new emphasis or obligation being urged by the Welsh Government; or the ownership of a key site by the acquiring authority itself; or prompted by proposals made by a land owner or developer. The prospective use of compulsory purchase powers may also be justified by an adopted regeneration strategy for an area; other adopted policies such as housing or transport; or government policy.

39. Whatever the source of the initiative, the statutory obligation placed on acquiring authorities is to have regard to the policy basis for any CPO and the statutory provision underpinning the relevant compulsory purchase power. Although there is no statutory requirement for planning permission to precede the confirmation of a CPO, [Welsh Government Circular 003/2019: Compulsory Purchase in Wales and 'The Crichef Down Rules \(Wales Version, 2020\)' \("Circular 003/2019"\)](#) makes clear the Welsh Ministers expect to be assured by acquiring authorities that if the CPO is confirmed the proposed project will be able to proceed without difficulties arising from any subsequent need for planning permission or other statutory requirement.

[Click to view Best Practice Note 8](#)

40. Early consultation with the local authority's planning department, the local community or town council where the land is situated, the highway authority and any other relevant body, for example, Natural Resources Wales, will be essential to identify issues and to prepare the way for any required planning application. This may include agreement on the need or otherwise for additional assessments such as:

- environmental assessment (which may involve the submission of a scoping request to the Welsh Ministers),
- appropriate assessment, or
- habitats impact assessment

to accompany the planning application and the scope of any such assessment. An indication of any planning obligation i.e. section 106 agreement requirement should also be sought. The intended land should be checked for any issues which may affect delivery of the project and/or the grant of planning permission.

[Click to view Best Practice Note 9](#)

41. It is also essential to identify whether the project will involve works to a listed building or fall within a conservation area and will therefore require listed building or conservation area consent. [Circular 003/2019](#) implies the Welsh Ministers will be unlikely to confirm a CPO where the need for such consents is outstanding and there is no compelling case in the public interest for the use of compulsory purchase powers. Ancient Monument controls may also be relevant. Where the built historic environment may be impacted it is recommended Cadw is consulted. This can present timing and programming difficulties, particularly where a project is purposely broadly conceived and flexible.
42. The project may also raise nature conservation and archaeological issues or ground contamination problems which will require careful resolution with the relevant authorities. None of these complications are covered by the illustrative PMP but may need to be incorporated in Period B - Preparatory Period of the PMP.  
[Click to view Best Practice Note 10](#)
43. The adequacy of the planning policy basis for the project will largely dictate the timing of the making of a CPO. The *Initial Period* may need to be extended to await the conclusion of the planning process, which will need to be reflected in the PMP, ensuring the policy position is satisfied at the time of making the CPO. The weight to be afforded to any draft plan will need to be taken into account in setting the programme.
44. If acquiring authorities cannot wait to proceed i.e. due to funding pressures they will need to risk making a planning application for the project unsupported by a development plan policy or supplementary planning guidance. This could result in a call-in of the application by the Welsh Ministers, refusal by the local authority's planning department and the need to appeal to the Welsh Ministers. In either case, the outcome would be a consideration of the planning application or appeal at either a public inquiry or by written representations, potentially jointly with the associated CPO. This scenario is not illustrated in the PMP but would need to be built into the *Preparatory and Objection Periods* of a real programme.
45. The preferred position is for a specific policy in an up to date development plan which supports the project, possibly even by an adopted strategy area with a clear intent to use compulsory purchase powers to assemble land if necessary. The illustrative PMP assumes this to be the case. Even where such policy support does exist it is important to keep the matter under review in light of policy change in national planning policy or guidance or relevant case law which may adversely impact the project.
46. Although the planning committee/management group will be aware of the broad intention of its policy, and possibly the general principle of the acquiring authority's direct involvement through the use of compulsory purchase, the first activity in the *Initial Period* should be to compile an Initiating Report to the cabinet of the council, committee or management group. The report should make clear the principles of the project, its policy support, and the possibility of the use of compulsory purchase powers.

It will provide the basis for seeking cabinet of the council, committee or management group's approval to proceed with the *Initial Period* of the project programme.

47. At this stage, the cabinet of the council, planning committee or management group's approval should also be obtained to commence the preparation of a planning brief for the project, if required, to support and reinforce the generality of a development plan policy.
48. Other fundamental issues will need to be taken into consideration to ensure the project will be viable and not encounter obstacles at a later date such as:
  - provisions of The First Protocol to the European Convention on Human Rights ("ECHR"), and
  - duties under the [Well-Being of Future Generations \(Wales\) Act 2015, section 149 of the Equalities Act 2010](#) (i.e. Equalities Impact Assessment), and, particularly for larger projects, [Climate Change Act 2008](#).
49. It is important for local authorities initiating a development project to recognise their responsibilities as a planning authority need to be exercised separately from any other interests of the authority. This is particularly important where a project includes land owned by the authority and/or the authority has or will have a financial involvement in the project. The authority will have to ensure its planning functions are demonstrably exercised impartially.
50. The preparation of the planning brief and public consultation during the *Initial Period* will lead to its adoption by the acquiring authority. This will set out the acquiring authority's aims for the form and content of the project as a basis for assessing and determining planning permission, guidance on the scope and timing of any necessary environmental assessment and other similar consents or approvals, and requirements for securing any conservation area and/or listed building consents.

#### *Theme 2 - Finance and funding of the project*

51. Before proceeding with any project where compulsory purchase powers may be used acquiring authorities should be satisfied the financial resources to carry through the project are or can be reasonably expected to be available for the necessary acquisitions, promotion of a CPO, and funding of the project itself.
52. This financing can often be based on a partnership between acquiring authorities and a selected development partner from the private sector who will commit funds and bring experience and resources to working up the scheme into an achievable project. Funds from other public sources may also be necessary. Due diligence of any prospective partner or investor's experience of the use of compulsory purchase powers will need to be undertaken.
53. As shown under Theme 2 of the PMP for the *Initial Period*, the first activity is an initial scrutiny of the funding requirements and their timing, with an *Initial Report on Finance* being submitted to the relevant finance committee, management group or cabinet of the council for consideration.

This report should provide an assessment of the ways and means of funding the scheme and the financial implications for the acquiring authority both generally and assuming the use of compulsory purchase powers. This report is an important step in testing the basis for seeking compulsory purchase powers.

54. If in principle the financial aspects are acceptable, this should trigger a detailed financial assessment during the *Initial Period* which will lead to a decision on whether or not the acquiring authority is prepared to commit the necessary funds to the project on the understanding compulsory purchase powers may be needed.

[Click to view Best Practice Note 11](#)

55. This initial acceptance by the cabinet of the council, committee or management group of a financial commitment is a crucial step. The detailed assessment should put in place a monitoring arrangement for regular reviews and reporting of the acquiring authority's financial position including the risks, rewards and the resource implications. This will allow acquiring authorities to anticipate problems and even abort proposals if necessary before committing to undertaking a CPO.

[Click to view Best Practice Note 12](#)

56. The financial assessment should provide the basis for determining whether the scheme can be demonstrated to be sufficiently viable to justify proceeding. It should also take into account the need for private sector and/or external public funding. The timing of this additional funding will need to be clear, together with a proper assessment of the prospects of this being secured from the potential sources. Acceptance in principle of the financial consideration of the project should commence the work required to establish a draft partnership with any selected development partner.

57. Where funds are required from public sources and these are to be obtained through grant applications, it will be vital to understand the timing and any restrictions on such grant funding. In particular, the impact on the programme. It is not uncommon for there to be tension between the need to use grant funds and the ability to obtain surveys of the land and to progress the planning application. These potentially competing activities need to be kept under review.

58. At this stage, it will be particularly important to estimate the amount of compensation likely to be payable for the acquisition of land and to have an understanding of when this may arise. Liability can arise from an early stage, either through negotiated purchases or through statutory blight provisions. Paragraphs 512 – 675 in Section A in [Part Five](#) of this Manual provides guidance on compensation.

[Click to view Best Practice Note 13](#)

### *Theme 3 - Land assembly and related requirements*

59. The overall assessment of the project (to be completed under Theme 4 'Implementation of the project' in the *Initial Period*) will provide the basis for an *Initial Report on Project Delivery* detailing the deliverables required to achieve the project. It will identify the general boundaries of the area involved, nature of the land, give preliminary information on the ownership of the land and test the principle of using compulsory purchase powers if necessary.  
[Click to view Best Practice Note 14](#)
60. If compulsory purchase is accepted in principle, it should commence further investigation and definition of the boundary of the land involved and of the interests in it. Section A in [Part Five](#) of this Manual describes this process.
61. Acceptance of the principle of land assembly by compulsory purchase should also commence the setting-up in full of the management arrangements advocated in this part of the Manual.
62. During the detailed assessment of the land requirements and investigation of ownership it will become clear whether the project will involve any protected ownerships such as statutory undertakers' interests, specially protected land, or special categories of land and the consequences of this. Section A in [Part Five](#) of this Manual provides guidance on the procedures involved. It is advisable to identify from the outset statutory undertakers' interests and apparatus which may be affected as it may have a significant impact on delivery of the scheme. Early engagement with affected parties can help mitigate such affects and avoid unwelcome delays at a later stage in the process.
63. During the *Initial Period* some approaches may be made to landowners to assess their attitudes towards disposal by agreement. This, along with detailed definition of the boundary of the land required, will give an early indication on the prospects for acquisition by negotiation and the likely reaction to a CPO, enabling acquiring authorities to attempt to resolve issues early in the process.
64. The closer definition of the boundaries of the project site, and of the project itself, will also identify whether its implementation will need, for example, off-site highway works, the closure of highways, changes in traffic management and parking, the making of pedestrian areas and the diversion of services. All of these may require action to be taken alongside the compulsory purchase process and could involve authorisation from other authorities.  
[Click to view Best Practice Note 15](#)
65. The statutory procedure for any such related matters, including most importantly the procedures for dealing with any specially protected land or special category of land, should be run in parallel with the compulsory purchase process and may involve joint public inquiries.
66. The illustrative PMP does not show the effects of any such related requirements but will need to be considered if necessary.

67. The outcome of the activities undertaken in Theme 3 in the *Initial Period* of the PMP will be the production of an *Overall Report*. It should draw together the outcomes of the activities undertaken in Themes 1 – 4 during the *Initial Period* of the PMP in a manner which will enable acquiring authorities to decide whether or not to proceed to seek compulsory purchase powers.
68. To reach a conclusion, acquiring authorities will need to be satisfied that:
- (a) the project has a statutory and policy basis for the use of compulsory purchase powers;
  - (b) the project can be demonstrated as achievable in the proposed time period; and
  - (c) the necessary financial resources are or can reasonably be expected to be available to carry it through.

These are the minimum base criteria. Acquiring authorities will also need to be satisfied the project is justified in all other respects such as the benefits it will bring and it will be capable of complying with all other relevant obligations (such as sustainability, human rights and equality).

69. Acquiring authorities will also need to be satisfied the area of land identified is necessary for the implementation of the project and to secure its ownership which may require the use compulsory purchase powers.  
[Click to view Best Practice Note 16](#)
70. If it is decided to proceed with the use compulsory purchase powers, acquiring authorities will take the first formal step in the process - a resolution to make a CPO. The procedure for this is described in Section A in [Part Five](#) of this Manual. Where changes occur by necessity later in the process it is important these are made public and set out in detail. Acquiring authorities should at this stage authorise the negotiated purchase of the land and/or rights required, endorse any necessary policy for the relocation of disturbed occupiers, and approve a programme for keeping the public advised about its intentions.
71. All these decisions of the acquiring authority at this stage are a crucial step at the end of the *Initial Period*.

#### *Theme 4 - Implementation of the project*

72. Although the Initiating Report compiled during the *Initial Period* will be based on a relatively firm proposal, which may have been under consideration for some time, it is unlikely it will be a detailed project. It is still likely to be a concept based on a policy to secure a broadly stated purpose in an area of land which is broadly defined.
73. The concept now has to be tested and if possible translated into a feasible scheme with a real prospect of being implemented.

74. As shown in Theme 4 in the *Initial Period*, this will first involve an overall assessment of the proposal including its:
- form and content,
  - viability, and
  - the ways and means of achieving it i.e. the type of partnership which may be required with a selected development partner from the private sector, the financial expectations, and the need for public funds.
- This will be an iterative process whereby the outline proposal will be varied and tested against market and other criteria in the search for a potentially viable balance between inevitably conflicting expectations.
75. The direct involvement of the acquiring authority in the implementation of the scheme will need to have the continuing support of council members/management group members and senior officers. This will be obtained on the basis of clear reporting of the risks and rewards which can be expected and the resource implications as they become clear.
76. An outcome of the overall assessment of the proposal will be an Initial Report to the relevant planning committees/management group. The Initial Report should contain a clearer definition of the planned form and content of a prospective scheme including the boundaries of the land and rights required and preliminary information on the ownership of the land. This will allow an assessment to be undertaken of the potential financial implications for the acquiring authority in seeking to acquire the necessary land and other interests. It may also indicate the possibility of a direct role for an existing landowner to play in reaching the acquiring authority's objective potentially without the need for the use of compulsory purchase powers. Further guidance can be found in Section A in [Part Five](#) of this Manual.
77. The overall assessment contained in the Initial Report should contain the financial implications of the project, the means of securing funding, and any necessary partnership arrangements for implementing the project. It should also provide the basis for reporting to the relevant planning committee/management group on the principle of whether or not to proceed to seek the use of compulsory purchase powers. This will include an indication of the land required and early information on any specially protected ownership or use of the land which may be involved. It will contribute to the design of a realistic PMP.
78. The overall assessment contained in the Initial Report will feed into the activities being undertaken in Theme 1 i.e. development of the planning brief and/or the policy basis for the use of compulsory purchase powers. It could also commence a conservation assessment of any listed building or conservation area issues, any archaeological interest, and any nature conservation considerations all of which will need to be considered by the local authority's planning department.
79. Any ground condition problems, including the likelihood of contamination requiring assessment, should be identified at this early stage through a ground condition study indicating the need for any further investigation.

80. The overall assessment contained in the Initial Report will provide the basis for preparing a development brief required as part of selecting and establishing a contractual working relationship with a selected development partner. The detailed financial assessment, undertaken in Theme 2, will be an important input into this brief, the approval of which by the end of the *Initial Period* will be important. If further work has resulted in a change to the project from the original proposals these should be explained and justified. It should be clear any necessary authority has been obtained for such changes.
81. The *Initial Period* ends with the acquiring authority, through its scrutiny of the project, having understood the principles and likely ramifications of its direct involvement. Prior to this, the acquiring authority will have been satisfied there is a justification for the use of compulsory purchase powers to achieve the project.

### Checklist 1

82. At the end of Period A – Initial Period of the PMP there should be in place the following:
- (i) A policy basis which supports the principle of the project i.e. development plan policy, regeneration strategy, area action plan with indicative costs.
  - (ii) The framework and assessment of a potentially feasible and viable scheme, subject if necessary to the availability of any necessary public funding.
  - (iii) A defined boundary of the land required for the project and related works.
  - (iv) An appreciation of the ownership/s of the land within the area of the scheme and any consequential special requirements or statutory undertakers' interests or apparatus.
  - (v) An assessment of the potential costs of acquisition.
  - (vi) An appreciation of the financial considerations and potential sources of funds.
  - (vii) An arrangement for regular monitoring of the acquiring authority's financial commitments and liabilities.
  - (viii) A commitment of the acquiring authority to acquire land by agreement.
  - (ix) A policy for relocation of disturbed owners/occupiers.
  - (x) A clear understanding of any related statutory requirements necessarily pursued in parallel to enable implementation of the scheme and the commitment in principle of any other authority involved.
  - (xi) A commitment in principle to any shortfall funding needed from a public agency.
  - (xii) An understanding of the implications of the inclusion of any listed building or building in a conservation area and any nature conservation considerations.
  - (xiii) An understanding of the need for archaeological and/or ground contamination investigation and its potential impact or any flood risk.
  - (xiv) Knowledge of any specially protected or special category land affected including potentially appropriate assessment and the implications.

- (xv) Contact and consultation with the local authority's planning department, the local community or town council, and the highway authority if required, and an indication of their likely responses to the project including the prospect of a public inquiry into any planning application.
  - (xvi) Guidance on the form and content of a planning application and any listed building or conservation area application.
  - (xvii) Guidance on the need or otherwise for an environmental assessment and its scope.
  - (xviii) An overall assessment of the ways and means for implementing the project, the need for securing any additional public funding, and a draft basis for a partnership arrangement with a selected development partner from the private sector.
  - (xix) A commitment in principle to the funding of the project including any external funding.
  - (xx) An ad hoc committee/management group with an executive remit.
  - (xxi) A project manager with access to the Chief Executive or other designated senior officer or group.
  - (xxii) A project management programme.
  - (xxiii) A programme for keeping people advised about the acquiring authority's intentions.
  - (xxiv) An understanding of the acquiring authority's duties under [section 149 of the Equalities Act 2010](#), the [Well-Being of Future Generations \(Wales\) Act 2015](#), and the authority's policies for addressing such duties.
83. It is at this stage, and not before, acquiring authorities will be in a position to decide whether or not to resolve formally to make a CPO. Guidance on the form and content of the resolution and related procedures is given in Section A in [Part Five](#) of this Manual.
84. It is during the *Initial Period* of the PMP any related formal resolutions to take parallel statutory action (e.g. highway orders) should also be taken.
85. Assuming the acquiring authority resolves to make a CPO it will be committed to working towards implementing the project. It will be poised to enter directly into the development process in partnership with a selected development partner from the private sector; prepared in principle to acquire the required land by agreement; and committed to using its compulsory purchase powers if necessary. This will be subject to the important work to be done during Period B - Preparatory Period of the PMP which will confirm the initial assessments of acceptability. In the event land is transferred to a selected development partner, acquiring authorities will remain fully responsible for implementation of the CPO, taking ownership of the land and ensuring the project is delivered appropriately.

86. The resolution of the acquiring authority to proceed will commence a programme of information and guidance about its intentions on acquiring land. Guidance on engaging and consulting affected parties is provided in Part Three of this Manual.

#### Period B - Preparatory period of the PMP

87. The *Preparatory Period* is the period during which the preparation of the CPO is undertaken leading to its making and submission to the Welsh Ministers. It is at this stage acquiring authorities should be fully prepared to support and justify its CPO. The activities to be undertaken during the *Preparatory Period* can be grouped together under the following headings:

- (i) Preparation for the Use of Compulsory Purchase Powers;
- (ii) Policy Basis of the Project (Theme 1); and
- (iii) Land Assembly and Related Requirements (Theme 3).

#### *Preparation for the Use of Compulsory Purchase Powers*

88. Throughout the *Preparatory Period* acquiring authorities should pursue their programme of public information to keep people advised about their intentions with regard to the acquisition of land. Guidance on engaging and consulting affected parties is provided in [Part Three](#) of this Manual.

89. During this period, acquiring authorities should make efforts to acquire by agreement the land which is to be subject of compulsory purchase. Guidance on negotiating with affected parties is provided in [Part Three](#) of this Manual.

[Click to view Best Practice Note 17](#)

90. It should be the aim at the end of the *Preparatory Period* for agreements to be reached to secure ownership of all necessary land and rights where practicable with potential objections to the project resolved.

91. In many cases, acquiring authorities will be working alongside a selected development partner during this period. Care is needed to ensure an agreed and consistent approach is adopted. This is usually reflected in two key legal agreements:

- (a) the "development agreement" which provides for the terms on which the project will proceed; and
- (b) the "indemnity agreement" which provides for the payment of compensation and associated costs (which the acquiring authority is liable for) by the developer. This is usually on an indemnity basis.

A template indemnity agreement for a CPO made under the [Town and Country Planning Act 1990](#) is provided in Appendix 18 in [Part Six](#) of this Manual. Acquiring authorities are advised to seek legal advice before utilising the template in Appendix 18 which should be amended to meet individual circumstances.

[Click to view Best Practice Note 18](#)

92. If the aim of settling acquisition by agreement is not achievable, and in any event to avoid delay and uncertainty, preparation of the CPO should continue together with steps to support the making of the order.

A timetable for the compulsory purchase process should be established and provided to affected and interested persons to keep them updated and informed.

[Click to view Best Practice Note 19](#)

93. As shown in the illustrative PMP, the *Preparatory Period* should be used to:
- (a) continue the process of assessing the feasibility and viability of the project, and the monitoring of the authority's financial position (activity under Theme 2);
  - (b) ensure all necessary funding sources are negotiated and arranged in principle (activity under Theme 2);
  - (c) make further investigation of conservation issues and any adverse ground conditions, and undertake any advance nature conservation and/or survey work, archaeological investigation or ground decontamination that can be done on land already in ownership, or with the consent of agreeable owners (activity under Theme 4);
  - (d) establish the partnership arrangements and potential disposal arrangements for the project (activity under Theme 4);
  - (e) consider the equality and environmental impacts of the project.

[Click to view Best Practice Note 20](#)

94. The decision to appoint a selected development partner should be based on both financial proposals (allowing assessment of the feasibility of the project) and a scheme.
95. Securing the partnership arrangements in principle and funding in principle will be crucial steps to be achieved by the end of the *Preparatory Period*.

#### *Theme 1 - Policy basis for the project*

96. Although there is no statutory requirement for planning permission to precede the confirmation of a CPO, the acquiring authority will have to decide how best to meet the Welsh Ministers' expectations set out in [Circular 003/2019](#). This includes whether any project for which compulsory purchase powers are being sought will have planning permission at the time the CPO is considered for confirmation.
97. For a scheme of any size or complexity, and/or where the project is dependent on the selection by the acquiring authority of a selected development partner, it can often be impracticable to obtain a planning permission prior to the acquiring authority taking its formal steps towards making a CPO without greatly extending the project programme. Therefore, in programming the necessary applications to meet planning and other statutory requirements, acquiring authorities should consider using the *Preparatory Period* to arrange the preparation and submission of a planning application and any related application which can be dealt with at this stage. Care should be taken to ensure land which will require planning permission and be subject to compulsory purchase is included within the boundary of the application. Through this work the precise extent of the land required will become apparent.

This may include areas, for example, visibility splays or emergency access which had not previously been taken into account.

98. A planning permission, or a resolution to grant permission subject to a section 106 obligation, will confirm the support given by planning policy and any supplementary planning guidance. It will set out the conditions of the permission and provide a basis for the submission of the CPO. Securing a planning permission for the land can help demonstrate the reasonable prospect of compulsory purchase powers being used.
99. The consideration of the planning application and securing permission before the end of the *Preparatory Period*, if possible, is an important step. In any event, work on the detailed design of the project should be taken forward in the *Preparatory Period* through the partnership process in preparation for a detailed submission to the local authority's planning department for approval. Also to satisfy the requirements of any other statutory authority which may be necessary, for example, Natural Resources Wales.

[Click to view Best Practice Note 21](#)

### *Theme 3 - Land assembly and related requirements*

100. Following the resolution to make a CPO, the preparation of the CPO will follow the procedural requirements set out in detail in Section A in [Part Five](#) of this Manual and the guidance in [Circular 003/2019](#).
101. The work to be done will cover:
  - (a) establishing precisely the ownership of the land and interests within the area to be covered by the CPO (referred to as "land referencing");
  - (b) steps to be taken to deal specifically with protected or special category land and statutory undertakers' interests including apparatus;
  - (c) preparation of the CPO Schedule and Map;
  - (d) preparation of a Statement of reasons;
  - (e) clarification with the Welsh Ministers on any points on the drafting of the CPO;
  - (f) final drafting of the CPO, preparing all necessary certification and notification to meet the statutory requirements for making the CPO and its submission to the Welsh Ministers.
102. If there are any related requirements to be dealt with in parallel with the CPO, for example, a highway closure or Side Roads Order, the aim should be to undertake the necessary procedural steps in the *Preparatory Period*. The *Preparatory Period* ends with the making of the CPO.

## Checklist 2

103. The objective at the end of Period B - Preparatory Period is to establish the following:
- (i.) a selected development partner, if appropriate;
  - (ii.) an agreed partnership arrangement and, preferably, a development agreement and an indemnity agreement;
  - (iii.) a planning permission or a resolution to grant planning permission subject to a section 106 obligation;
  - (iv.) a project designed in sufficient in detail to provide the basis for the submission of details for the approval of the local authority's planning department and/or for meeting any environmental assessment, listed building or conservation area requirement, and to meet any other authority's requirements;
  - (v.) commitment to the funding of the project in principle including any public agency funding, and specifically the funding of any blight notices or voluntary acquisition agreements;
  - (vi.) all steps necessary to deal with specially protected or special category land and statutory undertakers' interests including apparatus;
  - (vii.) an understanding of the land interests and rights which will need to be acquired (compulsorily or by agreement) and the likely reaction of owners to acquisition;
  - (viii.) a CPO and associated documents ready in all respects to be made and submitted to the Welsh Ministers;
  - (ix.) a timetable for the CPO process;
  - (x.) an agreed draft disposal arrangement, if appropriate;
  - (xi.) documentation for taking any other necessary statutory steps including the discharge of [section 149 of the Equalities Act 2010](#) and the [Well-Being of Future Generations \(Wales\) Act 2015](#) duties; and
  - (xii.) a procedure for dealing with any blight notices that may arise.

[Click to view Best Practice Note 22](#)

104. Before making the CPO acquiring authorities may wish to be assured no matters have arisen to change the area of land to be acquired by compulsion. It is also provides an opportunity for acquiring authorities to reassess any changes which have been introduced into the project.
105. The CPO will be made in the required statutory form, the procedures for which are set out in detail in Section A in [Part Five](#) of this Manual.

106. The statutory process at this stage should be supplemented by easily understood information and guidance provided to all affected parties. Anyone with concerns should be encouraged to contact the project manager. The guidance on engaging and consulting affected parties provided in [Part Three](#) of this Manual should be followed. [Click to view Best Practice Note 23](#)
107. It is possible that although the preparation of the CPO is complete, at the end of the *Preparatory Period* not all the related steps will have been taken. For example, securing a planning permission may be complicated by the need for listed building or conservation area consents causing either the programme for the making of the CPO to be extended or for the risk to be taken that all necessary consents will not be to hand by the time of the public inquiry.
108. [Circular 003/2019](#) implies the Welsh Ministers will be unlikely to confirm a CPO where the need for any listed building or conservation area consent is outstanding. This will often require full details of the project to be worked out. Moreover, where a listed building or conservation area consent is required, the local authority's planning department will almost certainly require a planning application at the outset.
109. Where it is not practicable to prepare a project in sufficient detail to satisfy an outstanding planning requirement before the CPO is considered by the Welsh Ministers, acquiring authorities will need to judge the risk involved in making the CPO and attempting to persuade the Welsh Ministers to confirm it.

#### Period C - Objection Period of the PMP

110. The *Objection Period* is the period where objections have been made to the CPO and not withdrawn which leads to the holding of a public inquiry. If it is possible to resolve all objections so none remain it may be possible for the Welsh Ministers to delegate the confirmation decision to the acquiring authority providing certain statutory requirements have been met.
111. The activities to be undertaken during the *Objection Period* can be grouped together under the following headings:
- (a) Preparation for the *Objection Period*; and
  - (b) Land Assembly and Related Requirements (Theme 3).

#### *Preparation for the Objection Period*

112. Throughout the *Objection Period* the acquiring authority should make every effort to resolve objections and continue to make arrangements to acquire land by agreement. [Part Three](#) of this Manual suggests acquiring authorities consider the use of Memorandum of Agreement to demonstrate a willingness to acquire interests by agreement. [Part Five](#) of this Manual outlines where landowners have their own development schemes acquiring authorities can offer to enter into an agreements known as 'Settlement Agreements' to ensure implementation of landowners' development schemes outside of the compulsory purchase process. Throughout the *Objection Period* the acquiring authority should continue to give information and guidance to affected parties and to others as may be appropriate.

Guidance on engaging and consulting affected parties provided in [Part Three](#) of this Manual should be followed.

113. Assuming there are objections remaining, and in addition to preparing for the public inquiry, the *Objection Period* should be used to:
- (a) continue the assessment and monitoring of the acquiring authority's financial position (activity under Theme 2);
  - (b) ensure all necessary funding arrangements (activity under Theme 3) are finally negotiated and secured;
  - (c) ensure the partnership arrangements are settled and the development agreement and indemnity agreement are negotiated and agreed (activity under Theme 4);
  - (d) continue to undertake any advance conservation work such as archaeological investigation, habitat assessments, wildlife surveys and work on ground conditions including decontamination where practicable on land already in ownership of the acquiring authority or with the consent of agreeable owners (activity under Theme 4); and
  - (e) keep under review sustainability and equality issues as arrangements which were appropriate when put in place may no longer be viable or acceptable.

[Click to view Best Practice Note 24](#)

114. Other crucial steps to be achieved in the *Objection Period* include ensuring all funds are available (whether through indemnity agreement or from other sources) and finalising the development agreement and indemnity agreement.

#### *Theme 3 - Land assembly and related requirements*

115. Following the submission of the CPO, the acquiring authority will need to consider objections carefully and decide whether any are justified and/or can be resolved by amendment or variation of the CPO. Discussion and negotiation with objectors is an important task at this stage.
116. Preparation for the public inquiry will follow the procedural requirements set out in detail in Section A in [Part Five](#) of this Manual. The work to be done will cover:
- (a) the consideration of objections;
  - (b) discussion and negotiation with objectors;
  - (c) the briefing of Counsel if appropriate;
  - (d) preparation of the Statement of Case;
  - (e) making arrangements for the public inquiry;
  - (f) serving the Statement of Case on the relevant parties;
  - (g) dealing with any blight notices;
  - (h) preparing evidence for the public inquiry;

- (i) making evidence available to interested parties;
- (j) drawing up and finalising any agreements with objectors; and
- (k) appearances at the public inquiry itself.

[Click to view Best Practice Note 25](#)

117. The Statement of Case should set out the acquiring authority's position giving the policy rationale and reasons why it believes the use of compulsory powers is justified. It will also deal with objections so far as these are known at the time it is produced. The starting point will usually come from the Statement of Reasons used to justify the making of the CPO. If Counsel is instructed to present the acquiring authority's case then they should be involved in producing the Statement of Case.
118. It should be noted if there are any related matters to be considered concurrently by public inquiry, for example a highway closure or Side Road Order, the work in the *Objection Period* will also need to cover these aspects.
119. The *Objection Period* ends with the public inquiry.

### Checklist 3

120. The objective at the end of Period C - Objection Period is to have:
- (i.) resolved as many of the objections as possible and concluded voluntary purchases or appropriate agreements;
  - (ii.) secured the local authority's planning department approval of the details of the project, dealt with any environmental assessment requirements, any listed building or conservation area consents, and otherwise satisfied the planning and any other authority's requirements;
  - (iii.) secured any outstanding commitment to the funding of the project;
  - (iv.) completed a partnership contract for the project, enabling commencement without delay following confirmation of the CPO;
  - (v.) made and sustained a fully supported and justified case to the Welsh Ministers for the confirmation of the CPO and any related matter.
121. During the *Objection Period* it remains appropriate for acquiring authorities to continue to encourage anyone with concerns to contact the project manager.

### Period D - Decision and Possession Period of the PMP

122. It is during the *Decision and Possession Period* acquiring authorities will be awaiting a decision on the confirmation of the CPO.

123. Where the Welsh Ministers are making the confirmation decision on the CPO they will consider the report of an inspector. If the confirmation decision has been delegated to an inspector, it will be the inspector who will decide whether or not to confirm the CPO. If the decision is to confirm the CPO, and subject to there being no statutory challenge, acquiring authorities will be in a position to proceed to take possession of land included in the CPO and commence negotiation of compensation.
124. The timing of the decision stage of the *Decision and Possession Period* is out of the control of acquiring authorities unless the decision has been delegated to the acquiring authority. Enquiries of the Welsh Ministers to monitor progress and the likely timing of a decision can help acquiring authorities prepare for the outcome. Acquiring authorities should continue to give information and guidance to affected parties to keep them informed.
125. During the *Decision and Possession Period* acquiring authorities should finalise negotiation of any agreements reached with objectors before and during the public inquiry. The Welsh Ministers should be notified of the outcome of such negotiations. Also, further work should be undertaken on any outstanding requirements of the local authority's planning department or any other authority, for example, Natural Resources Wales, together with work on preparing for the commencement of the project. This work will be at the risk of a decision not to confirm the CPO.
126. Where a decision is made to confirm the CPO, with or without modification, notification of this decision will commence statutory procedures, detailed guidance is provided in Section A in [Part Five](#) of this Manual. This will move the programme into the taking possession of land activity under Theme 3 'Land assembly and related requirements' in the *Decision and Possession Period*, detailed guidance is provided in Section A in [Part Five](#) of this Manual.
127. The compulsory purchase process is now complete, and subject to any legal challenge, this will enable the project to commence.

## **Best Practice**

### **Best Practice Note 1**

128. The project should have a project manager of sufficient seniority to ensure the co-ordinated and timely input of different experts from the acquiring authority, any specialist adviser and out-sourced support.

[Click to return to paragraph 12](#)

### **Best Practice Note 2**

129. The project manager should have direct access to the Chief Executive, cabinet of the council or other senior person. The relevant person or group should ensure effective resource allocation and commitment from the acquiring authority's departments. They should ensure good liaison with other authorities and interested bodies.

[Click to return to paragraph 13](#)

### **Best Practice Note 3**

130. Depending on the scale of the project, it may be appropriate to set up a small ad hoc committee/management group of the acquiring authority at the outset. This committee/group would have responsibility for seeing through the project and executive powers within parameters set by the acquiring authority.

[Click to return to paragraph 14](#)

### **Best Practice Note 4**

131. Throughout the duration of the project, a management programme should be used as the basis for controlling and steering the project and for ensuring the compulsory purchase process is properly and effectively supported

[Click to return to paragraph 19](#)

### **Best Practice Note 5**

132. Every project which involves the prospect of a CPO should from the outset have a project management programme. Inevitably, it will be updated, changed, and be developed as the project proceeds. From the time a proposal begins to emerge the management programme provides a basic point of reference against which progress can be reported, tested and assessed on a regular basis.

[Click to return to paragraph 23](#)

### **Best Practice Note 6**

133. If all the land and/or rights required are not under the acquiring authority's control, assume from the outset compulsory purchase powers may be needed to achieve the project. Thoroughly review the project in the context of the possible use of compulsory purchase powers.

[Click to return to paragraph 33](#)

#### Best Practice Note 7

134. Assume from the outset there will be objections to the CPO which will require the acquiring authority to argue and justify its case at a public inquiry or through exchange of written representations.

[Click to return to paragraph 37](#)

#### Best Practice Note 8

135. A proposal where the use of compulsory purchase powers is being considered should be supported by a clear policy in an up to date development plan or justified by an adopted regeneration strategy for an area. If the project is a departure from the development plan acquiring authorities should assess the likely risks of proceeding prior to the grant of planning permission. If it is deemed planning permission is not required, discussions should be held with the local authority's planning department to confirm there will be no impediments to delivery of the project.

[Click to return to paragraph 39](#)

#### Best Practice Note 9

136. Early consultation with the local authority's planning department, local community or town council, highway and other authorities should be undertaken to prepare the way for a planning application.

[Click to return to paragraph 40](#)

#### Best Practice Note 10

137. Identify and incorporate into the project programme the consequences of any environmental assessment, listed building, and conservation area or nature conservation issue.

[Click to return to paragraph 42](#)

#### Best Practice Note 11

138. A formal commitment of internal funds for the project should be made, monitored and if necessary reviewed.

[Click to return to paragraph 54](#)

#### Best Practice Note 12

139. Due to inevitable uncertainties, it will be important for acquiring authorities to maintain flexibility throughout the preparation of the project. This should be balanced with a reasonable expectation of clarity from those potentially affected by the acquiring authority's decisions.

[Click to return to paragraph 55](#)

### Best Practice Note 13

140. The assessment of the viability of a scheme and the practicalities of its implementation is an important stage in deciding whether there is a sound basis for the use of compulsory purchase powers.

[Click to return to paragraph 58](#)

### Best Practice Note 14

141. Scrutinise carefully the land requirements for the project to identify boundaries, ownerships and rights, and potential issues. It may not be possible to add parcels later in the process without considerable impact on delivery of the programme.

[Click to return to paragraph 59](#)

### Best Practice Note 15

142. The early identification of the need for related statutory procedures to enable the implementation of the project is fundamental to the good management of the process.

[Click to return to paragraph 64](#)

### Best Practice Note 16

143. The initial assessment and scrutiny of a project including the means of implementation and identification of potential issues are an important stage in deciding whether there is a sound basis for seeking compulsory purchase powers.

[Click to return to paragraph 69](#)

### Best Practice Note 17

144. Keeping people well informed, subject to proper considerations of confidentiality, and seeking to acquire by agreement should be a priority during Period B - Preparatory Period of the PMP.

[Click to return to paragraph 89](#)

### Best Practice Note 18

145. Acquiring authorities may wish to consider establishing a protocol or legal agreement with any selected development partner to cover the mechanics of negotiation (including price) and acquisition. It is important to ensure sums paid are not in excess of the proper price as this may prejudice delivery of the project.

[Click to return to paragraph 91](#)

### Best Practice Note 19

146. Acquiring authorities should provide interested persons with a timetable for the process which should be adhered to. If the timetable should slip or change in any way this should be reflected in an amended timetable and interested parties should be advised.

[Click to return to paragraph 92](#)

#### Best Practice Note 20

147. Parallel management of the work to be done on funding and implementation will save time and underpin the acquiring authority's case at a public inquiry. Funding should be linked to a credible timeline for the implementation of a CPO.

[Click to return to paragraph 93](#)

#### Best Practice Note 21

148. If possible planning permission for the project should be secured before a CPO is made. Be sure the description of the development is flexible in interpretation. This will ensure any permission will embrace the project and the final boundary of the CPO as its details emerge.

[Click to return to paragraph 99](#)

#### Best Practice Note 22

149. The making of the CPO may give rise to a liability to acquire land following service of blight notices. Ensure funds are available to cover this and the costs of pursuing the CPO to confirmation. If appropriate, enter into an indemnity agreement with the selected development partner or funder. The indemnity agreement provides for the payment of compensation and associated costs (which the acquiring authority is liable for) by the developer on an indemnity basis. A template indemnity agreement for a CPO made under the [Town and Country Planning Act 1990](#) is provided in Appendix 18 in [Part Six](#) of this Manual. Acquiring authorities are advised to seek legal advice before utilising the template which may be amended to meet individual authority's needs.

[Click to return to paragraph 103](#)

#### Best Practice Note 23

150. Acquiring authorities are advised to supplement statutory forms and notices with personal contact.

[Click to return to paragraph 106](#)

#### Best Practice Note 24

151. Parallel management of the work to be done on funding and implementation will save time and underpin the preparation of the CPO. Funding should be linked to a credible timeline for the implementation of a CPO.

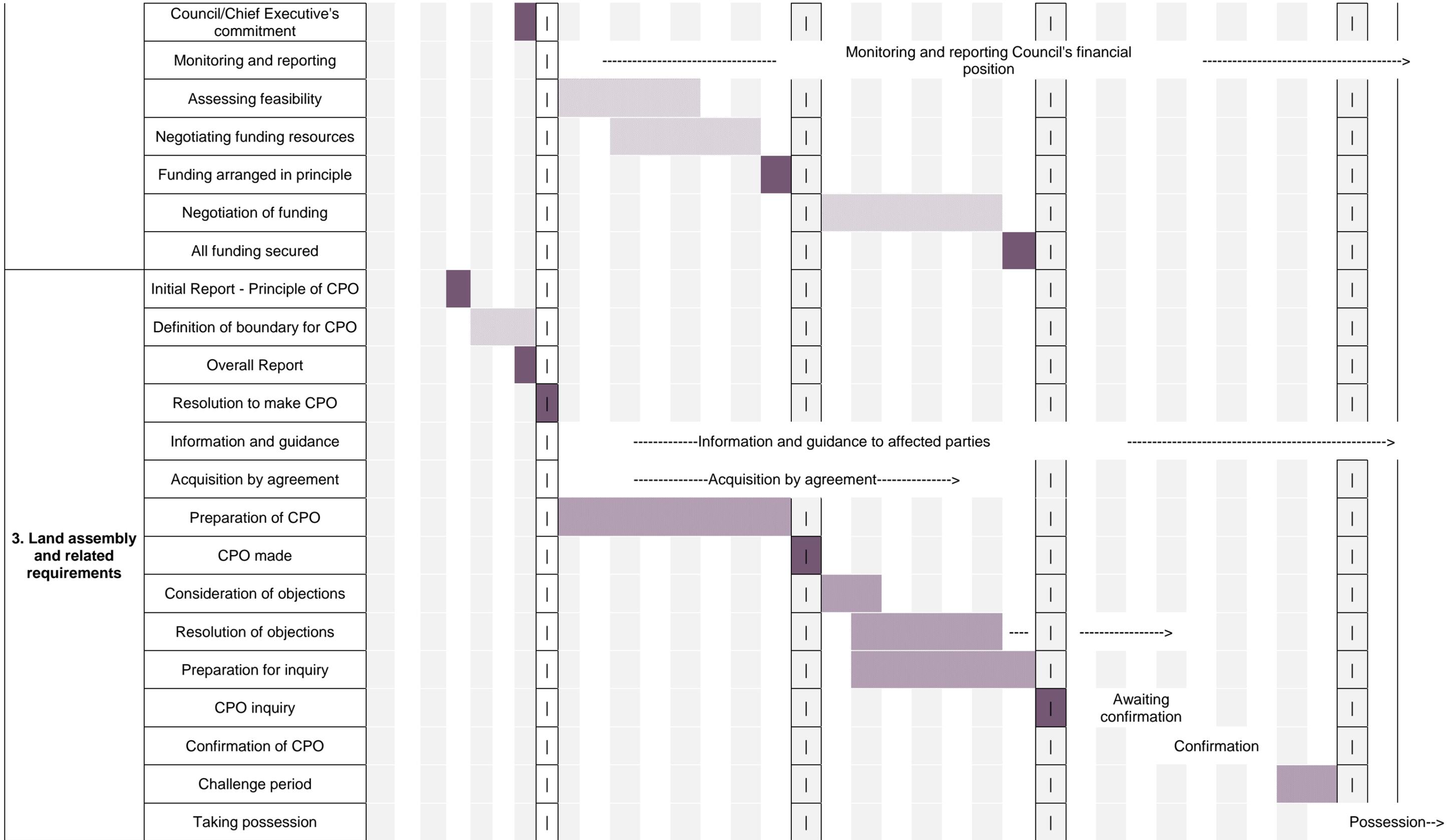
[Click to return to paragraph 113](#)

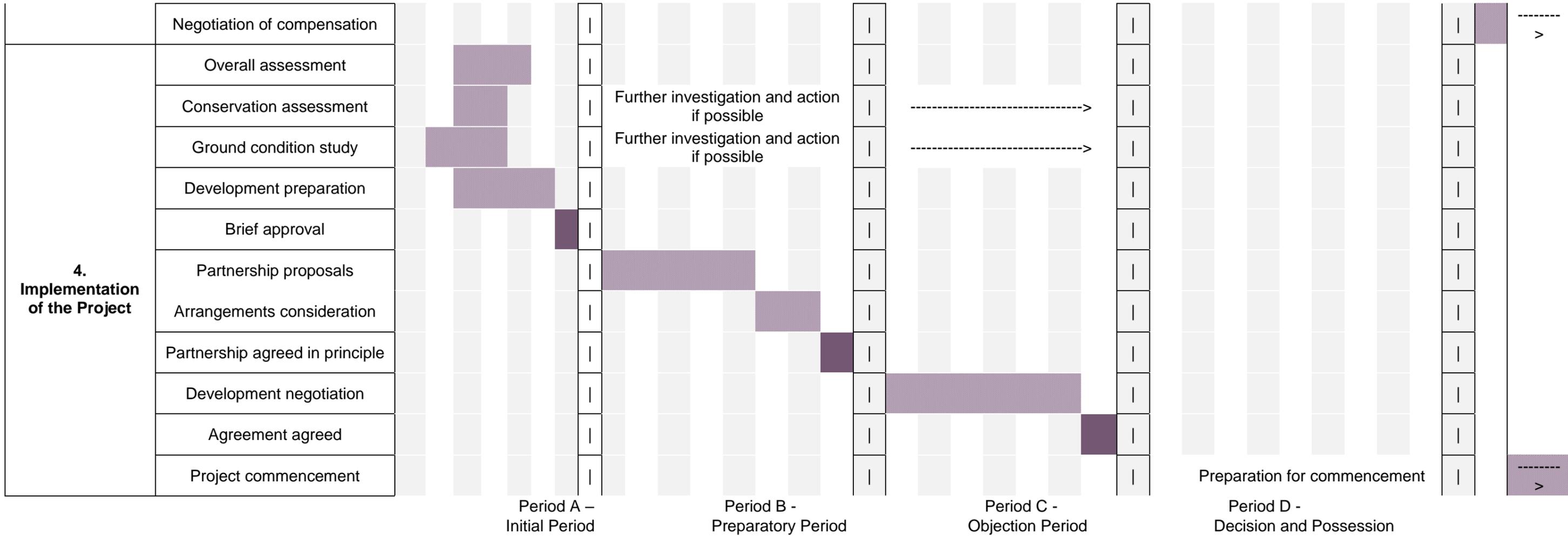
### Best Practice Note 25

152. Securing a planning permission, dealing with any environmental assessment requirement and obtaining any necessary listed building or conservation area consents for the project prior to the opening of a public inquiry should be made a priority.

[Click to return to paragraph 116](#)







# Part Five – Guidance on Navigating the Compulsory Purchase Process

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## Glossary

| <b>Term</b>       | <b>Definition</b>   |
|-------------------|---|
| 1961 Act          | Land Compensation Act 1961  |
| 1965 Act          | Compulsory Purchase Act 1965  |
| 1972 Act          | Local Government Act 1972   |
| 1981 Act          | Acquisition of Land Act 1981  |
| 1990 Act          | Town and Country Planning Act 1990  |
| 2004 Regulations  | Compulsory Purchase of Land (Written Representations Procedure) (National Assembly for Wales) Regulations 2004      |
| 2010 Rules        | Compulsory Purchase (Inquiries Procedure) (Wales) Rules 2010  |
| 2016 Act          | Housing and Planning Act 2016   |
| 2017 Regulations  | Compulsory Purchase of Land (Vesting Declarations) (Wales) Regulations 2017   |
| ADR               | Alternative Dispute Resolution  |
| CAAD              | Certificate of Appropriate Alternative Development  |
| Circular 003/2019 | Welsh Government Circular 003/2019: Compulsory Purchase in Wales and 'The Crichef Down Rules (Wales Version, 2020)' |
| CPO               | Compulsory Purchase Order   |
| ECHR              | European Convention on Human Rights   |
| GVD               | General vesting declaration   |
| LDP               | Local Development Plan  |
| LPA               | Local Planning Authority  |
| PPW               | Planning Policy Wales   |
| RICS              | The Royal Institute of Chartered Surveyors  |

## Section A – The compulsory purchase process

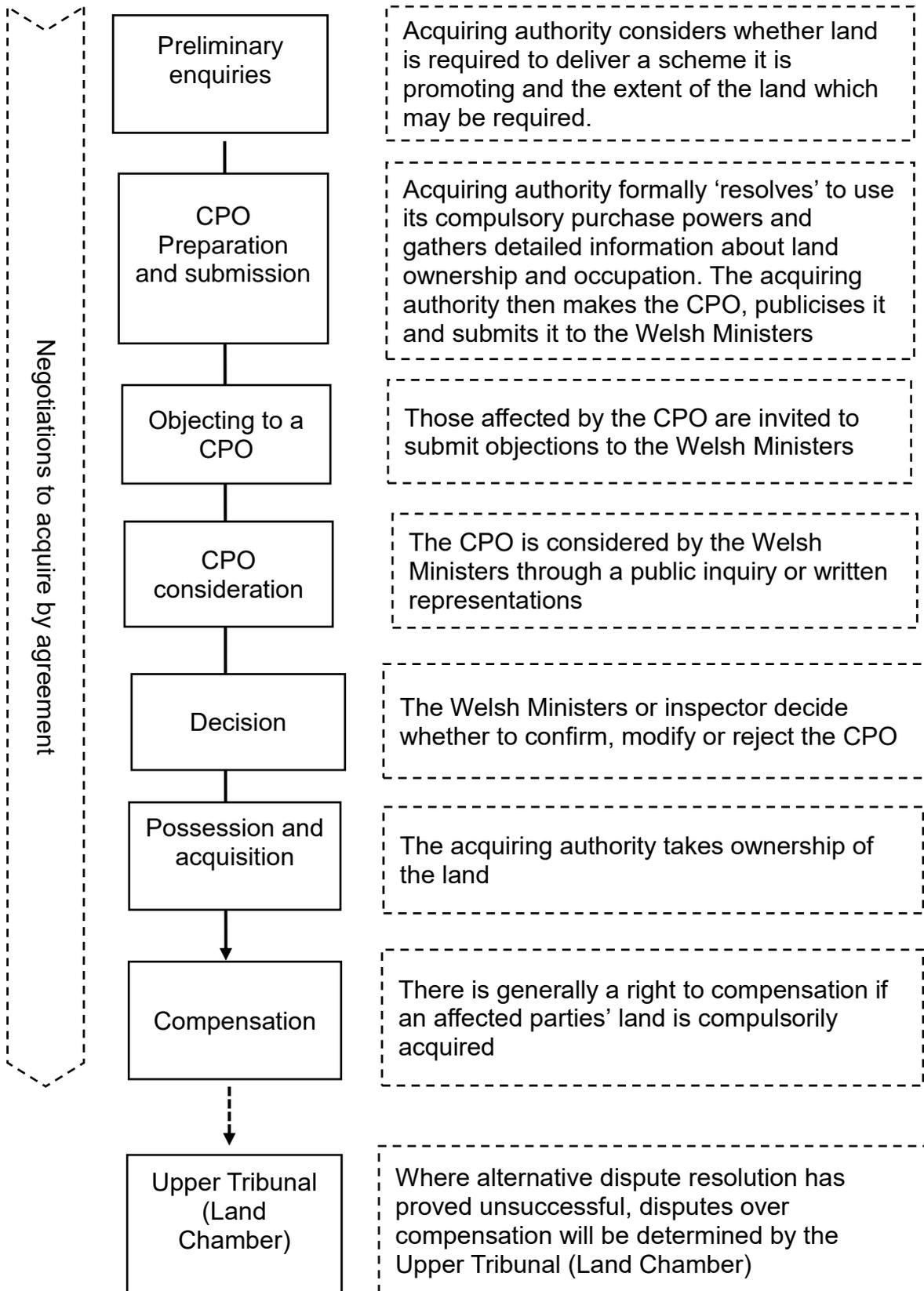
### Introduction

1. Various Acts of Parliament define which bodies have compulsory purchase powers and specify the purposes for which they can acquire land. However, these are effectively ‘in principle’ powers and do not by themselves allow an acquiring authority to compulsory purchase specific areas of land. To exercise their compulsory purchase powers, acquiring authorities need to make a compulsory purchase order (CPO) which must be ‘confirmed’ (i.e. approved) by the ‘confirming authority’ who is either:
  - the relevant Welsh Minister; or
  - an inspector appointed by the relevant Welsh Minister to take the decision on their behalf (‘delegated cases’).
2. This Part of the Manual provides an end-to-end overview of the compulsory purchase process and guidance on the procedures for preparing and making a CPO, seeking confirmation, and implementation. An outline of the key points in the compulsory purchase process covered by this Part of the Manual is provided below in Figure 1. Appendix 24 in [Part Six](#) to this Manual provides a detailed flowchart of the CPO process along with the timescales involved and Appendix 25 in [Part Six](#) to this Manual provides a detailed activity schedule checklist for navigating the CPO process.
3. You should relate the guidance in this Part to your management programme, which you will have adapted as necessary from the example given in [Part Four](#) of the Manual. You should also be taking account of the guidance, best practice notes and checklists in Parts Two to Four of the Manual. Throughout the process, you should refer to the relevant Circulars and any statutory requirements.
4. The guidance given in this Part of the Manual will take you step by step through the procedures of compulsory purchase outlined in Theme 3 (Land Assembly) of the relevant Illustrative Project Management Programme in [Part Four](#) of the Manual.
5. It is recommended you read the whole guidance contained in this Part before embarking on the steps set out in each section.

### Matters to be considered

6. The majority of this Part of the Manual is focused on the practical steps and processes which must be followed in the preparation, making, promoting and implementation of a CPO. However, there are many issues to be considered throughout the CPO process, guidance on which is included in Parts 2 to 4 of the Manual. Case studies on the successful use of CPOs to implement development, redevelopment or improvement schemes are provided in Appendix 22 in [Part Six](#) to this Manual. Further guidance is provided in [Welsh Government Circular 003/2019: Compulsory Purchase in Wales and 'The Crichef Down Rules \(Wales Version, 2020\)' \('Circular 003/2019'\)](#).

Figure 1: Outline of the key points in the compulsory purchase process detailed in Part 5



### **Stage 1: Choosing the right enabling compulsory purchase power**

7. The purpose for which the acquiring authority seeks to acquire land will determine the statutory power under which compulsory purchase is sought. Acquiring authorities should look to use the most specific enabling power available for the purpose in mind, and only use a general power where unavoidable. Failure to use the most specific enabling power may result in the CPO being refused.
8. The enabling power under which the acquiring authority will pursue the CPO will identify any specific requirements it will need to meet to justify the use of compulsory purchase.
9. [Part Two](#) of the Manual provides a general guidance on compulsory purchase enabling powers available to acquiring authorities whilst detailed guidance is provided in in [Part 2 of Circular 003/2019](#).

## Stage 2: Justification for making a compulsory purchase order

Contents of this section:

[A policy basis](#)

[Alternatives](#)

[Project assessment](#)

[Finance](#)

[Land Acquisition Strategy](#)

[Memorandum of Agreement](#)

[Summary](#)

### A policy basis

10. [Part Four](#) of the Manual sets out a firm basis in planning policy is needed to progress a CPO. However, planning policy on its own may not provide all the necessary justification. The acquiring authority must ensure it has taken account of, and uses in its support, all relevant policy justification. This may include for example, government economic, environmental or social policy which urges action to be taken to regenerate areas or bring back into use vacant or derelict housing. Making use of government policy will help add weight to the acquiring authority's case.
11. It is the task of the acquiring authority to develop and present the strongest possible compelling case in the public interest<sup>1</sup> to justify the use of compulsory purchase powers, the potential harm to private rights and the impact on human rights. This is to ensure any objections or legal challenge by landowners or those impacted by the development can be addressed and, if necessary, defended. The justification must provide sufficient evidence to demonstrate the benefits of the compulsory acquisition of land and/or rights outweigh the harm and it is for the acquiring authority in each case to determine how best to do this. It is recommended acquiring authorities articulate the vision for land through adopted local planning guidance or policy, and government policy referred to above may also form part of the justification process. Further guidance is included in [Part 1 of Circular 003/2019](#).

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<sup>1</sup> Public interest" is the principal of weighing-up the material considerations affecting the good order and functioning of community and governmental affairs, for the well-being of citizens and making a balanced judgement. In general, a public interest material consideration is one which is common to all members of the community (or a substantial segment of them) and for their benefit.

12. There must also be a reasonable prospect of the land being put to the use for which it is to be acquired. To achieve the stated benefits which warrants the potential use of compulsory purchase powers, a sound evidence base is required. Securing a planning permission for the land can help demonstrate the reasonable prospect of it being put to use. It is important to note a CPO should stem from the compelling case for its use, rather than the evidence being formed to justify making a CPO.
13. To be a 'compelling case' in the public interest there must be a factor making it compelling. For example, providing certainty in terms of either:
  - finance i.e. costs,
  - assembly of interests to deliver a scheme,
  - timescales for delivery, or
  - a programme for land acquisition which can provide a reasonable
  - prospect of a scheme proceeding.

Acquiring authorities should consider undertaking a cross-impact Social Environmental Economic (ESE) analysis or cost/benefit analysis to outline the compelling case for the use of compulsory purchase powers.

#### Alternatives

14. One strand of establishing a compelling case is the consideration of alternatives. It will be hard to present a case justifying the use of compulsory purchase powers as being necessary if there is an obvious alternative not requiring such powers. One obvious alternative is if the owner is prepared to sell willingly. Another alternative may be if other land is available and can be used to achieve the same purpose.
15. The earlier in the project community involvement and engagement takes place the greater the opportunity there is to consider realistic alternatives. When it comes to making the CPO, the compelling case will be established and the underlying scheme, by that time, will have become fairly fixed and adjustment will be difficult. As such, documenting community engagement is important.
16. Whilst it is for the acquiring authority to decide on how best to progress a scheme, the authority should be willing to give reasons for its preferred option over alternatives. Alternative options should be considered from the outset and inform the justification for a CPO.

### Project assessment

17. It is also necessary to consider the project as a whole before the decision is taken to proceed. This includes viability, project structure (including whether a development partner is needed), resources, need for planning permission etc. Further guidance on this is provided in [Part Four](#) of the Manual.

### Finance

18. The acquiring authority should be satisfied it has a reasonable prospect of securing enough funding to:
- (a) finance the promotion of a CPO,
  - (b) purchase the land from the date of acquisition, and
  - (c) complete the proposed development of the land within a reasonable timescale.
19. In many, if not all schemes, it will be necessary to carry out a full Land Cost Estimate which details the cost of the land acquisition, reasonable professional fees for those affected, compensation payments for disturbance and any other matter, and compensation for any blight, severance or injurious affection to remaining land. Acquiring authorities should satisfy themselves they have:
- properly estimated the likely levels of compensation it will need to pay;
  - where seeking to purchase only part of someone's land, considered and could meet the financial implications of the landowner(s) serving a 'counter-notice' or advancing a claim for compensation;
  - considered their ability to make funding available immediately to cope with any acquisition resulting from a successful purchase notice or blight notice; and
  - estimated the costs of the proposed public works and all associated works (such as the provision of accommodation works).

[Click to view Best Practice Note 1 in Section E](#)

20. In circumstances where the funding streams for a scheme are unpredictable or funding sources may change, or if the acquiring authority is unable to finalise details until it has assembled the necessary land, the acquiring authority must be satisfied there is a reasonable prospect it can meet the potential financial commitments. Where long term funding is not guaranteed the acquiring authority should consider the degree to which others have agreed to contribute or underwrite the scheme and on what basis other bodies will contribute or underwrite.

### Land Acquisition Strategy

21. The basis of any CPO will be a scheme, the implementation of which requires land not in the ownership of the acquiring authority or its chosen partner(s). It will therefore have been decided that compulsory purchase powers may be necessary to support efforts to acquire by agreement.
22. Acquiring authorities should have a land acquisition strategy in place to deliver the scheme before proceeding with a CPO. For example, a strategy to deal with the acquired land or property. In the case of empty properties or bringing back into use vacant land such options could include:
  - selling properties on to Registered Social Landlords or selected development partner (preferred partner approach);
  - private sale at auction or through estate agent (covenant approach e.g. renovation of the property is required which will be the responsibility of the new owner); or
  - exchange with delayed completion (due diligence approach).
23. A land acquisition strategy is important to demonstrate how affected parties will be treated in a considered, respectful and consistent way. It can also provide a useful framework for commencing discussions and negotiations with affected parties which can assist in reducing potential compensation payments and scheme delay. The following matters are an essential consideration for the planning of a land acquisition strategy:
  - (a) How is the acquisition of individual parcels of land going to be brought forward?
  - (b) What engagement and information sharing activities are planned to communicate and collaborate with affected parties?
  - (c) What terms of negotiations can be offered, and can an early commitment be given to fund affected parties' professional fees to help advance discussions?
  - (d) Site specifics – are there discretionary compensation schemes which could be offered to provide certainty to affected parties?
  - (e) What are the relocation opportunities and how will these be communicated to affected parties? Also, what additional advice will need to be provided to businesses planning or searching for relocation properties?
  - (f) What third party assessments, surveys or permissions are required? For example, planning permission, listed building consent, Environmental Impact Assessment (EIA) screening, habitats assessment, potential land referencing if a CPO is required, survey and/or valuation of the land.

[Click to view Best Practice Note 2 in Section E](#)

### Memorandum of Agreement

24. Planning Policy Wales (PPW) states local planning authorities (LPAs) may need to purchase land to facilitate development, redevelopment or improvements in their areas and, wherever possible, this should be with the agreement of the landowner. PPW outlines where such agreements cannot be reached LPAs should consider using the full range of powers available to them which includes, where necessary, use of compulsory purchase powers. An advantage of a confirmed CPO is it brings timescale certainty to developers and investors and it can make complex development opportunities much more attainable. However, acquiring authorities must be able to set out why a CPO is in the public interest and there is clear justification for interfering with the legal rights of those affected by a CPO. Acquiring authorities should be able to explain why they consider:
- (a) The purposes for which land is to be acquired are sufficiently important to justify the deprivation of property or interference with possession which the compulsory purchase entails.
  - (b) All of the land in question is directly required for the proper delivery of the purposes for which land is to be acquired.
  - (c) A less intrusive measure could not have been used for the purposes for which land is to be acquired.
  - (d) A fair balance has been struck between the rights of the individuals affected and the interests of the wider community.
25. To demonstrate a willingness to acquire interests by agreement, acquiring authorities may wish to initiate the use of a Memorandum of Agreement to attempt to secure both the withdrawal of objections to the CPO and the purchase of the interest by agreement.
26. The Memorandum of Agreement process involves approaching affected parties and providing details of the scheme along with information on the land required (temporary and full title) to deliver the scheme. When an affected party agrees to the sale of their interest they will be asked to enter into an agreement with the acquiring authority. The acquiring authority are then bound by the usual heads of claims for compensation which are allowed following the confirmation of a CPO. This includes the right of referring the matter to the Upper Tribunal (Lands Chamber) for determination of the compensation. A benefit of the Memorandum of Agreement approach is the acquiring authority can, with appropriate notice, proceed to take entry and possession of the land.

27. The use of a Memorandum of Agreement may not be suitable for all types of CPOs. For example, an acquiring authority may deem it impractical and resource intensive to enter into Memorandum of Agreements for schemes with a degree of complexity involving many landowners i.e. large scale infrastructure schemes. However, where it is deemed suitable by the acquiring authority, a willingness to enter into a Memorandum of Agreement can help evidence the efforts undertaken with affected parties to reach agreements. Where the making of a CPO proceeds, a Memorandum of Agreement can be a useful tool to demonstrate attempts to acquire interests by agreement have been undertaken. A template Memorandum of Agreement is provided in Appendix 19 in [Part Six](#) to this Manual. Acquiring authorities are advised to seek legal advice before utilising the template Memorandum of Agreement which should be amended accordingly to meet the requirements of the acquiring authority.

### Summary

28. Acquiring authorities should evidence and justify the following when setting out their reasons for use of their compulsory purchase powers:
- (i). The enabling power
    - The powers to be used to compulsory purchase land and why those powers are the most appropriate in the circumstances.
  - (ii). Public Benefits of the scheme versus what would happen if it did not go ahead
    - Any direct and immediate benefits to the local community such as flood prevention, public health facilities (such as hospitals, doctor surgeries or new recreation facilities) new sewer systems, or provision of utilities.
    - Wider public benefits such as the increase in road capacity, alleviation of congestion, reduction in air pollution.
    - Economic benefit such as job creation or promotion of sustainable economic growth.
    - New housing and the provision of any new infrastructure to support this such as new education and healthcare facilities or services.
    - Provision of infrastructure to support area regeneration, including:
      - (a) improved access;
      - (b) environmental benefits, such as removal of dereliction;
      - (c) general provision of land improvement and local amenity;
      - (d) new railway facilities or network.
    - Social benefits such as providing a public service or addressing social problems (for example, crime reduction or skills development and employment opportunities).

(iii). Priorities

- How the compulsory purchase of land will enable the delivery of priorities, such as:
  - (a) Projects and policies adopted in a local development plan (LDP), housing plans and strategies, locality plans, regeneration strategies, community plans or other strategic or planning documents, including supplementary planning guidance, masterplans, design briefs and any extant planning permissions.
  - (b) Welsh Government priorities, for example, those outlined in any 'City Deal'.
  - (c) Links to wider strategies or development plans i.e. strategic development plans.
- Where compulsory purchase powers are to be used which relate to planning legislation the proposal should generally adhere to current planning policy and an adopted or approved LDP. Referring to national planning policy contained in Planning Policy Wales, the Future Wales: the National Plan 2040, non-statutory planning guidance or a masterplan which has been consulted upon and adopted for development management purposes may also assist. If there are no specific policies or proposals in a plan (for example, the proposal is intended to help the area adapt to changing circumstances or as part of a longer-term strategy) the case for acquisition in advance of resolving the uncertainties around the development will need to be justified.

(iv). Land requirement

- Full details of the land and rights required and justification why all the land being sought by compulsory acquisition will be necessary to deliver the scheme. Various factors including safety, maintenance or final technical plans may mean the footprint of the land which needs to be acquired is bigger than that of the final development. Where this is known to be the case it should be clearly set out.
- Where there is surplus land following the development which was acquired by, or under a threat of, compulsory purchase then the former owners will, as a general principle, be given a first opportunity to repurchase the land previously in their ownership, provided it has not materially changed in character since acquisition. This is referred to as the 'Crichel Down Rules' which are contained in [Part 6 of Circular 003/2019](#).
- Full details on how the acquiring authority has attempted to acquire the land by agreement and why this proved unsuccessful.

(v). Financial plans

- The financial plan supporting the scheme should include details on:
  - (a) How the purchase of the land and any relevant compensation claims will be funded.
  - (b) The plans to develop the land acquired within a reasonable timescale.
  - (c) How estimations of the likely levels of compensation have been arrived at.

(d) How sufficient funding will be made available immediately to cope with any acquisition resulting from a successful purchase notice or blight notice.

(vi). Barriers

- Whether or not there are any barriers likely to prevent the completion of the development. These might include the programming of any infrastructure work or remedial work which may be required or any permission, consent or licence needed.
- It should be demonstrable there is a reasonable prospect of carrying out any work required or securing any such permission, consent or licence.

(vii). Alternative resolution and engagement

- Conclusions and evidence resulting from engagement with affected parties.

### **Stage 3: Preparing and making a compulsory purchase order**

Contents of this section:

[Initial definition of the extent and boundary of the land required](#)

[Interests and rights which may be compulsorily acquired](#)

[Overriding third party rights](#)

[Preliminary information gathering](#)

[Resolution](#)

[Consequences of the Resolution](#)

[Land referencing](#)

[The Schedule to the CPO](#)

[The CPO Map](#)

[Statement of Reasons](#)

[Drafting the CPO](#)

[Making the CPO](#)

[Certificates](#)

[Press and site notices](#)

[Individual notices](#)

[Submission of the CPO](#)

[Deposit of the CPO and Map](#)

[Registration as a Local Land Charge](#)

[Summary of the preparation and making process](#)

[Initial definition of the extent and boundary of the land required](#)

29. Whilst it will be apparent land is required to deliver a scheme, the exact boundary of the site and the interests and/or rights to be acquired will have to be determined precisely.

30. Defining the boundary for the CPO is likely to be an evolving process. Responses to community engagement and consultation exercises should inform the initial assessment of land required and an audit trail should be kept. This will help increase both transparency and confidence in the acquiring authority and support from the community for the scheme. It may also help reduce the number of objections to any subsequent CPO.
31. A good approach to identifying a draft boundary from a concept plan of the scheme is by walking the site. This can be refined as further information on the details of the scheme and the land becomes available. This draft boundary should be drawn on a plan at a scale which allows obvious boundaries to be identified. What is critical is the boundary will be fixed and include all necessary land at the date the CPO is made.  
[Click to view Best Practice Note 3 in Section E](#)
32. The ease with which a scheme can be translated into a physical site boundary will depend on its nature. For example, identifying the land required for a road scheme is likely to present few difficulties as it can be defined with reasonable precision at an early stage. In contrast a town centre retail development may have complex and uncertain boundaries.
33. Whatever the underlying scheme, the guiding principle should be to include within the boundary of the CPO land which is required for the scheme only. Ultimately, it will be necessary for the acquiring authority to demonstrate there is proper justification to support the compulsory acquisition of all of the land within the CPO.
34. Early in the process, the acquiring authority should consider whether outright ownership of all of the land within the draft boundary is required. There could be cases where new rights over land (for example a right of way) would be sufficient for the implementation of the scheme. The ability to acquire new rights depends on the enabling Act being used. Not all enabling Acts provide for the creation of new rights. General guidance on compulsory purchase enabling powers is given in [Part Two](#) of the Manual whilst detailed guidance is provided in [Part 2 of Circular 003/2019](#).  
[Click to view Best Practice Note 4 in Section E](#)

### Interests and rights which may be compulsorily acquired

35. Crown land (which includes land belonging to the Duchy of Lancaster) may not be compulsorily acquired. As a general rule, this immunity extends to all interest in Crown land, even when they are held by third parties. However, some enabling Acts that provide an interest in Crown land which is either not a Crown interest or a Duchy interest may be acquired with the consent of the appropriate authority.
36. If the acquisition of Crown land is necessary, the only recourse is to negotiate the inclusion of the land in the scheme with the appropriate government department. All other land may be included in the CPO but some may be subject to special procedures. The inclusion of such land in a CPO should be carefully considered. Detailed guidance is provided in [Section L in Part 2 of Circular 003/2019](#).
37. Any existing interest in land may be acquired compulsorily, either completely or in part. Examples of different interests in land that may be acquired include:
- (a) freehold;
  - (b) leasehold;
  - (c) minor tenancy or tenancy at will i.e. person having no greater interest in the land than as tenant for a year or from year to year;
  - (d) long tenancy about to expire; and
  - (e) right of way, right of support etc.
- [Click to view Best Practice Note 5 in Section E](#)
38. If the basis of occupation of land is by way of a right to occupy this does not amount to an interest in land which may be acquired (for example, a licence). One approach is to acquire a superior interest and then terminate the occupation. This is considered further in [paragraph 424\(b\)](#).
39. An interest which does not exist may not be created. For example, if it is desired to acquire an interest in part of a freehold building, this may not be done by the creation of a lease of the part. In these circumstances part of the freehold interest may be included in the CPO. However, it should be remembered the owner may be able to enforce an acquisition of the whole.
40. In some cases it is possible to create new rights over land which would otherwise be unaffected. An example would be a right of way over land adjoining land which is to be acquired.
41. Unless the Act of Parliament under which the CPO is made contains a specific power, an acquiring authority will normally be unable to acquire a layer of land only.

Acts such as the [Town and Country Planning Act 1990](#) (“the 1990 Act”) do not contain such powers. This can be a key issue where infrastructure is located underground and the acquiring authority wish to acquire the surface only.

42. A similar issue may be encountered where the scheme requires rights to oversail neighbouring land or where the completed building will overhang adjoining property. In such cases, it may be necessary to acquire all or part of the adjoining land. In certain cases it may be possible to agree a licence but this must be in place before the CPO can be made.
43. The powers to acquire land compulsorily will be limited to the physical extent of the interests and rights included and described in the confirmed CPO.

#### Overriding third party rights

44. On occasions it will be necessary to over-ride a third party right on previously developed land (such as a covenant restricting development). To ensure there are no impediments to the proposed scheme, it may be necessary to deal with restrictive covenants and easements on the land. These third-party interests are typically rights to allow underground services of one property, for example water, gas, electricity and telecommunications, to pass beneath the land of neighbouring properties. There are also rights of light, rights of way and covenants restricting development to certain uses or density. Legal advice should be sought at an early stage.
45. To override such easements and covenants for both the construction and use of development there are statutory powers available to LPAs under [section 203 of the Housing and Planning Act 2016](#) and regeneration agencies, such as urban development corporations, under other legislation such as the [Local Government, Planning and Land Act 1980](#). Detailed guidance on overriding third party rights is providing in [Section M in Part 2 of Circular 003/2019](#).
46. An owner whose rights are interfered with but who does not have land acquired is entitled to compensation. The rules governing the circumstances in which compensation is payable are set out in [paragraphs 619 – 631](#) whilst detailed guidance is provided in [Part 1 of Circular 003/2019](#).
47. Third party rights should be identified in the second column of Table 2 of the CPO Schedule to ensure all persons who may have rights interfered with are served with a notice and are made aware of the CPO which will allow them to submit an objection to the CPO.

Templates and examples of CPO Schedules are provided in Appendix 7 in [Part Six](#) to this Manual.

[Click to view Best Practice Note 6 in Section E](#)

#### Preliminary information gathering

48. Having established a draft boundary for the CPO, initial investigations should be undertaken to establish the ownership and occupation of the land within the boundary. This should include all interests. Particular attention should be paid to statutory undertakers, utility companies and public authorities whose interests can be more problematic to acquire. Where such interests are found to exist early engagement with the relevant body is strongly advised.
49. Undertaking initial investigations will give an early indication as to the number and nature of interests. It may also uncover ownership difficulties and related costs such as the presence of specially protected land or buildings attracting particular compensation liabilities.
50. Information on matters such as size, ownership, occupation, existing tenancies and planning position (including live permissions, listed buildings, conservation areas etc.) may be gathered from existing sources. Access to information will vary according to the nature of the acquiring authority. Where possible, and subject to any rules governing data protection, the following should be utilised:
  - (a) Land Registry;
  - (b) rating records;
  - (c) council tax records;
  - (d) planning records;
  - (e) council records as landowner;
  - (f) records (for example, tenancy schedules) of any private sector partner;
  - (g) customer records of a utility undertaker;
  - (h) commercial property databases;
  - (i) agents and local authority valuers who may have anecdotal evidence on ownership and lease details;
  - (j) external inspection.
51. The purpose of information-gathering at this stage is primarily to assist in deciding on the extent and potential cost of the land to be included in the CPO. As a result of these initial investigations, the site boundary may need to be adjusted. This is not the formal "land referencing" which will be necessary prior to making the CPO. However, information gathered at this stage can be the basis for the future referencing exercise.

The information should be gathered, stored and maintained in a methodical and consistent way (subject always to data protection rules).

52. If it is not possible to establish sufficiently good information, it may be decided it is necessary to make direct contact with owners/occupiers. A disadvantage of direct contact at this stage is it makes potentially affected parties aware of an evolving scheme. This may spread unnecessary concern at a stage when no formal decision has been made to proceed. Further guidance and best practice on consulting and engaging affected parties can be found in [Part Three](#) to the Manual.
53. If direct contact is to be made, statutory powers can be used to "requisition" the information necessary for the making of the CPO. This procedure, outlined below, is usually part of the land referencing process which is carried out shortly prior to the making of the CPO. However, if the acquiring authority's timetable allows for only a short time from this point to the making of the CPO they may undertake requisitioning prior to the resolution. However, care should be taken to ensure there is authority to make a requisition such as by first passing a 'resolution in principle' to make the CPO.  
[Click to view Best Practice Note 7 in Section E](#)
54. After gathering preliminary information the proposed boundaries of the CPO should be reviewed and thoroughly tested. For example, if the jib of a crane will over-sail land while the scheme is being constructed, then the land below the path of the jib will need to be included in the CPO. This is also an appropriate time to reconsider whether in some cases rights over land would be sufficient for the scheme, rather than outright ownership (see [paragraph 98](#) for further guidance relating to airspace).

#### Resolution

55. Once the acquiring authority has completed its initial investigations, established the proposed CPO boundary, and provisionally determined land ownership, it can proceed to the next stage. This is the formal decision to use compulsory purchase powers. To do so, it is necessary for the acquiring authority to take a formal decision to make a CPO. For a public authority, this is normally a decision or "resolution" of the full Council, or, if the Council has delegated decisions of this kind, a committee, the executive, cabinet or mayor as the case may be who will consider a report prepared by officers recommending the use of compulsory purchase. For a company, it will normally be a decision of the board. A Resolution to Make a CPO Report will define the land to be acquired (usually by reference to a plan) and state the purpose for which the land is required.

An example Resolution to Make a CPO Report is provided in Appendices 4 and 5 in [Part Six](#) to this Manual.

56. Many public bodies, including councils, are required to disclose resolutions and other acquiring authorities may choose to do so. Where they do not, it is good practice for such an acquiring authority, for example Natural Resources Wales, to inform the relevant local authority. If this occurs it should be possible to find out about resolutions made by other acquiring authorities by asking the local authority.
57. Before proceeding to a resolution to make a CPO, acquiring authorities are advised to consider adopting a fees policy and including a commitment to meet professional fees for negotiations. Where funds allow, acquiring authorities should encourage affected parties to obtain early professional representation as meeting the costs of such professional advice can avoid the significant payment of fees later in the process. Further guidance on fees is provided in [paragraphs 612 – 618](#).  
[Click to view Best Practice Note 8 in Section E](#)

#### *Resolution in Principle*

58. Acquiring authorities should consider, before making a full resolution, approving a 'resolution in principal' to use compulsory purchase powers based on the outcome of pre-actions completed. Example wording for a 'resolution in principal' decision is provided in Appendix 2 in [Part Six](#) to this Manual.
59. A 'resolution in principal' is helpful to outline the acquiring authority's approach and land assembly strategy. It also introduces the potential for the use of compulsory purchase powers prior to full resolution and signals the serious intent of the authority to bring forward the scheme in the public interest. This can help bring certainty to the authority's position and assist with negotiations to acquire land by agreement. It can also help the acquiring authority develop detailed arguments and documentation to support the full resolution to make a CPO if required.
60. A Resolution in Principle Report will usually include certain conditions which will need to be fulfilled by the acquiring authority before a full resolution to use its compulsory purchase powers can be made. Such conditions may include:
  - An assessment of the economic, social, environmental and cultural well-being factors.
  - Full exposure of the scheme to the community including audit trail, for example, publication of a Statement of Community Engagement.
  - A comprehensive review of sustainability with a statement adopted by the acquiring authority.

- Planning requirements have been met i.e. a planning application made in respect of the scheme and/or planning permission obtained, or lack of planning permission will not impede the scheme.
- Overcoming any technical aspects associated with the scheme, for example, land contamination issues.
- Resolving legal issues.
- Establishing the compelling case in the public interest and justification.
- Seek the acquisition of interests by agreement in the first instance.
- Identifying any additional rights including those of the Crown or statutory undertakers.
- Preparation of the CPO including Statement of Reasons, CPO Map and Schedule.
- Technical check of the draft CPO completed by the Welsh Ministers.
- Conditional funding is forthcoming on confirmation of the CPO.
- There is a reasonable prospect the project will proceed i.e. funding, resources and organisational facilities are available.
- The acquiring authority's position will be protected through indemnity agreements (a template indemnity agreement is provided in Appendix 20 in [Part Six](#) to this Manual).
- There are no impediments to the scheme i.e. other necessary consents are secured or being sought such as statutory undertakers' consent, Crown Estate consent, listed building consent, environmental licencing etc.

61. Following the approval of the 'resolution in principle', the acquiring authority should notify all affected parties in writing of the decision.

62. A 'resolution in principal' followed by a full resolution by the acquiring authority can keep landowners informed and avoid any unnecessary administrative costs. It also allows the acquiring authority to separate the 'resolution in principle' approval to use compulsory purchase powers from the detailed evidence and justification required for a full resolution to make a CPO. The process can provide certainty on the acquiring authority's intention to pursue the scheme and in turn support negotiations with landowners about purchase by agreement.

[Click to view Best Practice Note 9 in Section E](#)

#### *Full Resolution*

63. A comprehensive report seeking a full resolution to use compulsory purchase powers ("Resolution to Make a CPO Report") should be produced to allow the decision-making body of the acquiring authority (i.e. Full Council/committee/board) to give proper consideration to relevant matters. The Resolution in Principle Report will provide a useful starting point for compiling the Resolution to Make a CPO Report.

64. It is advised the Resolution to Make a CPO Report details how the 'resolution in principle' conditions have been fulfilled and address the following issues:
- Identify the land to be acquired by reference to a plan and detailed appraisal (note: once a resolution is passed, areas of land can be removed but no land can be added).
  - State the purpose for which the land is required.
  - Identify the specific statutory provisions under which the CPO is to be made.
  - Seek formal approval of the acquiring authority to make and seal the CPO.
65. It is also suggested the following information be included in the Report Seeking a Resolution to Make a CPO drawing on the points made above:
- The policy basis for the use of compulsory purchase powers including economic, social, and environmental impact.
  - The justification for the use of the powers, the public benefits and compelling case in the public interest for use of the compulsory purchase powers and why these are considered to be sufficient to over-ride the rights of the persons affected.
  - The resources available to complete the compulsory purchase including project team and financial implications of proceeding (including an indication of costs, the consequences of possible purchase notices or blight notices, and acquisition by agreement).
  - The sources of any funding and the basis of any partnership arrangements with a selected development partner or another third party.
  - The existence of any special categories of land and need for special procedure.
  - The planning position of the land and possible need for planning permission (including listed building and conservation area issues). If not already granted, explain why there is no obvious reasons why planning permission might be withheld for the scheme. For example, by reference to a relevant policy in an adopted LDP or masterplan (see guidance in [paragraph 59 - 60 in Circular 003/2019](#)).
  - The need for concurrent or associated procedures, for example, highway orders
  - A summary of any consultations conducted or representations received.

- A description of the attempts made to negotiate to acquire interests by agreement.
- A summary of any other relevant advice relating to the proposed CPO i.e. legal and surveyor advice, and advice on re-housing or relocating existing occupiers.
- If the land to be acquired changes in any significant or material way a commitment the acquiring authority will obtain a new resolution.
- A consideration of the impact on human rights resulting from the recommended decision to use compulsory purchase powers.
- A Public Sector Equality Duties impact assessment.
- A consideration of the public sector duty to promote sustainable development under the [Well-Being of Future Generations \(Wales\) Act 2015](#).
- Other matters which may be considered at the time of the making of the full resolution, for example:
  - (i). a request for delegated powers for an individual committee(s) to take all necessary steps to progress the CPO including making, confirmation and implementation of the CPO,
  - (ii). reference to the acquiring authority's willingness to enter into a Memorandum of Agreement to purchase land by agreement including delegating authority to officers to take necessary steps to secure purchase by agreement, or
  - (iii). its policy on relocation of displaced businesses and residents.

Care should be taken to ensure the wording of the full resolution precisely matches what is set out in the CPO otherwise this may give rise to legal challenge. An acquiring authority cannot use a CPO to acquire more land than has been authorised in the resolution or to acquire land for a different purpose than what has been authorised in the resolution. It is important the acquiring authority ensures all the land they may need, and the clear reasoning for this, is included in the justification and resolution. A copy of the Statement of Reasons should be attached as an appendix to the Resolution to Make a CPO Report as it will help convey how the acquiring authority came to its decision to use its compulsory purchase powers.

[Click to view Best Practice Note 10 in Section E](#)

66. Following the full resolution to make a CPO it is advised the acquiring authority send correspondence in writing to affected parties giving details of the resolution and explaining:
- why the acquiring authority needs to acquire the land and the powers it proposes to use;
  - the public benefits which are expected;
  - the alternative sites (if any) which have been considered;
  - how the compulsory purchase process works;
  - the professional fees which they are entitled to reclaim and how and when the acquiring authority will repay them; and
  - the rights of those affected and where they can obtain advice.
67. Acquiring authorities may also consider arranging face-to-face visits with affected parties to:
- (a) discuss the next steps in the process and issues around payment of fees and other costs,
  - (b) answer questions to help remove uncertainty for affected parties on the CPO process,
  - (c) introduce key contacts from the acquiring authority,
  - (d) give estimates on timescales, and
  - (e) give details on the budgets available to secure early acquisitions by agreement.
- [Click to view Best Practice Note 11 in Section E](#)

#### Consequences of the Resolution

68. Although a full resolution authorises the acquiring authority to proceed, it does not change the formal position with affected parties. The passing of a full resolution does not give rise to any legal obligation on the acquiring authority to acquire land or pay compensation.
- [Click to view Best Practice Note 12 in Section E](#)
69. There is no statutory provision requiring a full resolution to make a CPO should be registered as a land charge. However, it is advised local authorities confirm the making of any resolutions in answer to additional enquiries that usually accompany a local search. It is therefore appropriate to advise the appropriate department of the local authority following the passing of a full resolution to make a CPO.
70. Where a non-local authority acquiring authority subsequently decides not to proceed with a proposed CPO, the relevant local authority should be advised. In these circumstances, it is advisable for the acquiring authority to make a formal decision to rescind its previous resolution to make a CPO.

71. It is advised acquiring authorities provide assistance, wherever possible, on the relocation of affected parties, including:
- Initiating and participating in early discussions to understand the needs of the affected party (in particular business owners) and relocation requirements.
  - Payment of reasonable fees for site searches.
  - Publishing a monthly updated database of possible, suitable vacant replacement properties available on the market - this is only an option where early discussions have taken place to gain knowledge and needs of the affected party.
  - Relocation agreements to properties under the portfolio of the acquiring authority.
  - Flexible relocation arrangements.
72. Acquiring authorities may also consider the additional support which may need to be provided to business occupiers if a proposed CPO is confirmed. Possible support may include:
- Establishing a business support fund targeted at small businesses.
  - Providing free advice i.e. business planning, training, assistance with any planning applications which may need to be made, and relocation support.
  - Adopting a Business Relocation Strategy.
  - Holding periodic surgeries with businesses.
  - Implementing a business rate relief scheme.
  - Agreeing the early acquisition of businesses who need to be relocated due to their particular needs.
  - Publishing a monthly updated database of possible, suitable vacant replacement properties available on the market.
  - Adopting a hardship policy. I.e. “The acquiring authority is committed to the early acquisition of interests where hardship can be demonstrated”. Examples of hardship can include:
    - (i) continuing to operate a business causes extreme financial pressure,
    - (ii) medical conditions, or
    - (iii) involuntary moving with long commute.
- [Click to view Best Practice Note 14 in Section E](#)
73. Generally, the acquiring authority’s policy on relocation should be formally adopted through a Relocation Strategy.
- [Click to view Best Practice Note 15 in Section E](#)
74. Affected parties are entitled to claim the reasonable costs and expenditure which arise as a natural and reasonable consequence of having to relocate businesses as a result of the compulsory acquisition of land. Further guidance on relocation compensation can be found in [paragraph 566](#).

When seeking to acquire residential property the acquiring authority should offer assistance to affected parties to find suitable alternative accommodation. This could be set out in a Residential Charter for Relocation. Where an affected party will become homeless or at risk of homelessness as a result of the compulsory purchase, and it is assessed by the local authority this homelessness is unintentional, the local authority has a statutory duty to provide them with settled accommodation, advice and assistance. When considering accommodation, the local authority should ensure any accommodation offered to an affected party is both sustainable, for example will not cause any financial hardship, and appropriate to their needs.

### *Agricultural land*

75. When proposing to acquire agricultural land, due to the impact compulsory purchase will have on employment and livelihoods, the acquiring authority should seek to assess the impact of the proposed compulsory purchase on any affected individual or business as early as possible in the process.
76. To achieve this, it is advised officials representing the acquiring authority who speak to the landowners and occupiers have an awareness of farming and/or business issues. Equally, acquiring authorities should recommend to the affected landowner they take suitable professional advice.
77. If the acquiring authority is seeking to acquire only part of a property it should fully consider the effect of this on the future viability of the farm or business, including whether the proposal would lead to business extinguishment or the successful service of a counter-notice or a claim for material detriment which could increase costs. In some cases a minor change in the amount of land taken can lessen the impact and/or the need for expensive accommodation works. Farmers and landowners should be fully consulted on the proposals as they may be able to suggest changes to the scheme which would mitigate the impact and cost of compensation and/or the costs of construction.
78. If a business has to relocate, it is advised acquiring authority offer assistance to affected parties to help find suitable alternative location for the business. Where applicable, the acquiring authority should explain to the affected parties how any construction works may affect them and consider any concerns and alleviate the impacts where possible.

## Land referencing

79. Land referencing is the exercise undertaken by acquiring authorities of collecting and recording detailed information on persons who have a legal interest in, or right to occupy, land it proposes to include in a CPO i.e. land owners (both freeholders and leaseholders), tenants, rights' holders, interests and occupiers. This is an important step as the information gathered will form the basis of who will be notified at key stages of the CPO process, including being given the opportunity to object. Land referencing is normally carried out after the resolution to use compulsory purchase powers is passed and builds on the preliminary information gathered previously.
80. The purpose of land referencing is to produce a schedule of ownerships and a map which will accompany the CPO. These must be prepared in accordance with the [Compulsory Purchase of Land \(Prescribed Forms\) \(National Assembly for Wales\) Regulations 2004](#).  
[Click to view Best Practice Note 16 in Section E](#)
81. To assist acquiring authorities carry out this process they can rely on a statutory power under [section 5A of the Acquisition of Land Act 1981](#) ("the 1981 Act") to "requisition", or require disclosure of, information on the ownership and occupation of land and the name and address of any other person known to hold an interest in the land. This includes serving a notice on all persons an acquiring authority thinks owns or occupies land it wishes to acquire. The notice will ask for details of an interest in the land, for example whether the person owns the freehold or leasehold or rents the land, and also of anyone else who may have an interest in it. It may include a map extract asking the person to mark or verify the boundary of their interest. Acquiring authorities must give at least 14 days for a person to respond to a notice. Failure to provide information, or making false or reckless statements, is a criminal offence. An example requisition letter and statutory notice requesting information under [section 5A of the 1981 Act](#) is provided in Appendix 3 in [Part Six](#) to this Manual.
82. Certain acquiring authorities have their own bespoke powers of requisition of information in their enabling legislation. However, all acquiring authorities can make use of the power in [section 5A of the 1981 Act](#). The power in section 5A can be used on:
- owners (including rights over land or other servitude e.g. access, and to run cables or pipes through the CPO land)

- mortgagees,
- lessees,
- tenants,
- occupiers, and
- managing or letting agents of the land.

These persons should also be asked to provide details of any other interests in the land to be scheduled in the second table to the CPO.

83. It is usual practice to serve a form entitled "Requisition for Information" on all those reputed to occupy or have an interest in the CPO land. It is sometimes helpful to serve a notice on those who appear to be adjoining owners in order to establish the boundary if this is not clear. Whilst the Requisition for Information Form should be in a particular style, it is good practice to send an accompanying letter explaining in simple terms why the form is being sent. Acquiring authorities may serve this form more than once during the CPO process to ensure their records are kept up to date.

84. The Requisition for Information Form should clearly identify the statutory powers which authorise the acquiring authority to seek the information. An example of a Requisition for Information Form and a covering letter is provided in Appendix 3 in [Part Six](#) to this Manual.

85. It is advised the information contained in the Requisition for Information Form be verified by further reasonable inquiries as necessary to establish:

- the names and addresses of those with a legal interest in the land;
- the names and addresses of those in occupation of the land;
- the boundaries of each interest so that the schedule to the CPO (and the plan accompanying the CPO) may be prepared subsequently; and
- if possible, the rights (if any) to which the land is subject (for example, easements, wayleaves etc).

This can include undertaking site visits to check the accuracy of the information received in response to a Requisition for Information Form.

[Click to view Best Practice Note 18 in Section E](#)

86. If necessary, acquiring authorities can rely on the statutory power under [section 172 of the Housing and Planning Act 2016](#) to enter land to carry out surveying and valuation in connection with a proposal to compulsory purchase land or a right over land. It can also be useful to find out if there are any environmental issues which may need to be considered, such as ground contamination, and any subsequent bodies who need to be contacted.

Further guidance on surveying land is provided in [paragraphs 99 – 101](#) and [497 – 502](#) and in [paragraph 61 in Part 1 of Circular 003/2019](#).

87. Acquiring authorities should ensure they have complied with the statutory procedures before entering onto land. This will avoid later accusations of unlawful entry.

[Click to view Best Practice Note 19 in Section E](#)

88. It is good practice for acquiring authorities to consider making direct informal enquiries of any persons they consider likely to have a schedulable interest. One possible approach is through undertaking discussions on site which can help elicit relevant information. For example, discovering the existence of a six month licence or discovery of a family member who can take over the business. It may also be worthwhile making a formal requisition of all those who are found to have an interest using other sources of information. This will provide a check that the information provided is accurate. It is recommended this is carried out close to the date of the making of the CPO so the information used is as up to date as possible.

89. When undertaking land referencing acquiring authorities may wish to consider sourcing information from:

- Land Registry (including local land charges) to re-confirm information collected as part of the preliminary information gathering exercise
- Register of Companies
- Electoral Register
- Special Category Land
- OpenSource data
- Community and town councils and any local history or amenity groups
- Questionnaires issued to postal addresses within the land referencing area to obtain information about who is in occupation and any other relevant circumstances.

90. Land referencing is a task which requires experience and a meticulous approach. The complexity of the task will vary depending on the nature of the scheme. However, it should be remembered errors could cause difficulties and possible failure of the CPO.

[Click to view Best Practice Note 20 in Section E](#)

91. If an acquiring authority subsequently identifies additional interests and/or the correct current address for an interest it is advisable to re-issue any relevant notices and provide an opportunity for the landowner to respond.

92. There may be cases where owners or occupiers cannot be traced, or the time taken to trace them may be unreasonable. In these circumstances, the acquiring authority may proceed using the 'unknown owner' provision under [section 6\(4\) of the 1981 Act](#). This provides for addressing the documents to be served to the owner, lessee, tenant or occupier and either leaving it with some person on the land or fixing it to the land. Before using the unknown owner procedure acquiring authorities must make reasonable inquiries to ascertain ownership. What constitutes reasonable inquiry is not defined for the purpose of the section but will require investigation of available sources of information. As such, acquiring authorities should take a progressive approach to any inquiries, relying initially on localised information then progressing to the next level of inquiry when required.
93. Indicative levels of reasonable inquiry are as follows:
- (a) First level Inquiries (administrative inquiries)
    - checking Council Tax records;
    - checking the records of the local authority housing department;
    - an examination of the electoral roll;
    - examining the title deeds of adjoining ground;
    - in the case of a company, examining the Register of Companies.
  - (b) Second level Inquiries (consultative inquiries)
    - consulting the Valuation Office Agency /Local District Valuer;
    - contacting the solicitor who presented the last recorded title to the land for registration in the Land Register;
    - consulting Royal Mail;
    - where a business has recently closed down, checking with utility providers;
    - in the case of a foreign national, checking with the nationalities branch of the appropriate Police force.
  - (c) Third level Inquiries (advertisement and public notices)
    - fixing a notice to the relevant land to seek information about the last known owner;
    - inquiring locally (including asking adjoining owners, solicitors and estate agents);
    - in the case of a deceased person, inquiring at the local registry office, failing which, advertising in a local newspaper and other publications circulating in the local area e.g. community newsletter;
    - where the acquiring authority believes trustees have an interest in the land, advertising in a local newspaper and other publications circulating in the local area e.g. community newsletter;

- advertising in a local newspaper and other publications circulating in the local area e.g. community newsletter to seek information about the last known owner.

[Click to view Best Practice Note 21 in Section E](#)

*Claim or refer an unclaimed estate - Treasury Solicitor*

94. The Treasury Solicitor is the Crown's representative in England and Wales who deals with ownerless property.
95. Where a person dies intestate (i.e. does not leave a will) and either has no spouse, civil partner or blood relative, or none who can be easily traced, the estate both moveable and heritable (i.e. cash, shares, pension and land or buildings) is claimed for the Crown by the Treasury Solicitor as 'Bona Vacantia'. In these circumstances, the acquiring authority should contact the Government Legal Department, which handles Bona Vacantia Referrals in England and Wales, to identify the land in question at the earliest opportunity. The Government Legal Department can be contacted at: [bvestates@governmentlegal.gov.uk](mailto:bvestates@governmentlegal.gov.uk).

*Identifying and notifying benefited proprietors for servitude rights*

96. Rights of access to land may not always appear in the property registers and acquiring authorities should therefore visit the site and inquire locally to identify the owners of any benefited properties with servitude rights over the land such as a right of access.
97. In some cases it may be difficult for the acquiring authority to identify all benefited proprietors with servitude rights with any certainty. In such cases it can serve notice of the making of the CPO on benefited proprietors by advertising and other means, rather than sending a letter.

*Airspace*

98. Compulsory purchase of airspace may be necessary where the acquiring authority requires rights to a space above land and/or any structures on it, and/or where the landowner retains title over the land. Examples of where airspace issues may apply include:
- Where delivery of a development requires the use of a crane for building works, which would impact any space above a landowners property.
  - Where the acquiring authority wishes to acquire only one property in a block of high rise flats, where the property in question is not attached to the ground.
  - Where the acquiring authority proposes purchasing a piece of land upon which a building previously existed but which has been demolished and where rights to properties in the building were not extinguished, for example in a block of flats demolished for safety reasons.

In such circumstances, acquiring authorities should take particular care to ensure they have taken steps to identify the landowner(s) affected.

### *Surveying*

99. [Sections 172 – 179 of](#), and [Schedule 14 to, the Housing and Planning Act 2016](#) (“the 2016 Act”) provide powers to acquiring authorities to enter and survey or value land in connection with a proposal to compulsorily acquire an interest in or a right over land. The power can be used providing 14 days’ notice is given to every owner or occupier of the land which is enforceable with a warrant provision. The notice must include:
- (a) a statement of the recipient's rights under section 176 i.e. compensation is available for damages caused by entry onto the land as a result of the exercise of the section 172 power, for example a gate accidentally left open by surveyor which lets cattle out, and
  - (b) a copy of the warrant, if there is one.
- Any disputes relating to compensation for damages caused by entry onto the land as a result of the exercise of the section 172 power are determined by the Upper Tribunal (Lands Chamber). Also, the provisions of [section 4 of the Land Compensation Act 1961](#) apply to the determination of such disputes.
100. Written authorisation from the appropriate Minister is required before an acquiring authority enters and surveys or values land in exercise of the power conferred by [section 172 of the 2016 Act](#) if—
- (a) the land is held by a statutory undertaker who objects to the proposed entry and survey or valuation in writing to the acquiring authority, and
  - (b) the objection is the proposed entry and survey or valuation would be seriously detrimental to the statutory undertaker carrying on its undertaking.
101. If an acquiring authority wishes to conduct a survey or valuation on land prior to a CPO being made or confirmed, it should engage with the landowner or occupier in the first instance before exercising the statutory right to enter and survey or value the land. This is important to understand whether conducting the survey or valuation would have any adverse effects on the person or land and what measures could be taken to mitigate those effects. Further guidance on surveying powers available to acquiring authorities is provided in [paragraphs 497 – 502](#).

### *Accommodation works*

102. There is no statutory requirement for acquiring authorities to provide accommodation works. However, it is considered good practice for acquiring authorities to suggest and discuss providing provision of such works where it is cost effective.
103. It can be cheaper and more time efficient for the acquiring authority to provide accommodation works than for the landowner to undertake the work and claim compensation for severance, injurious affection and/or disturbance. Installation of accommodation works is commonly undertaken and paid for by the acquiring authority on the retained land where part-only of a property is compulsorily acquired. Accommodation works can improve the effects of a scheme and can, as a result, reduce the amount of compensation payable.

104. Examples of accommodation works include: fencing, ditches, screening, gates, cattle grids, holding pens, new water supplies, and access points such as a new bridge or underpass crossings. In the case of crossings, the acquiring authority frequently retains ownership of the infrastructure and is responsible for ongoing maintenance. As a result, such crossings are more correctly described as part of the scheme works.
105. It is advised acquiring authorities engage early with the affected landowner(s) to discuss the extent of the necessary works with the landowner(s) and seek to formally agree a schedule of works to be undertaken. Poor engagement, information sharing and discussions between the acquiring authority, its contractors and landowners can lead to objections and grievances which might otherwise be avoided.
106. If acquiring only part of someone's land the acquiring authority may wish to consider at an early stage the possible benefits of offering and agreeing compensation for any temporary activities, structures, or placement of equipment on the land in question. To avoid misunderstandings or disputes any agreement about accommodation works should be fully specified in writing and shown on detailed maps. It is advised acquiring authorities ensure contractors know and understand what has been agreed and that the accommodation works are carried out properly and timeously to the agreed specifications.

#### The Schedule to the CPO

107. A Schedule of ownership and occupation is compiled from the land referencing exercise and will form part of the CPO. The land to be acquired is described in the CPO by reference to the Schedule and also a Map. The purpose of the Schedule is to provide a list of names and addresses of persons who will be affected by the CPO and on whom it is necessary to serve notices to ensure they are made aware of the acquiring authority's scheme. The acquiring authority should include all necessary land (including any new rights being created) in the CPO as land can only be added later if all person's with an interest in the land agree.
108. There is a prescribed form for the CPO Schedule. This is set out as one of the various Forms in the [Compulsory Purchase of Land \(Prescribed Forms\) \(National Assembly for Wales\) Regulations 2004 \("the 2004 Regulations"\)](#). Templates and examples of CPO Schedules are provided in Appendix 7 in [Part Six](#) to this Manual. Further guidance on compiling CPO Schedule can be found in [Section R in Part 4 of Circular 003/2019](#).
109. The CPO Schedule must contain a table (commonly referred to as 'Table 1') in the form of six columns setting out:
  - (a) the reference number on the accompanying map of each plot of land to be acquired (where more than one plot is being acquired);

- (b) the extent, description and situation of the land;
  - (c) the names (and addresses) of the owners or reputed owners (including registered address of a corporate body);
  - (d) the names (and addresses) of the lessees or reputed lessees (including registered address of a corporate body);
  - (e) the names (and addresses) of the tenants or reputed tenants (other than lessees); and
  - (f) the names of occupiers (other than tenants for a month or less).
110. Tenants with leases of three or more years should be listed in the 'Lessees' column, and those with lesser terms will normally be listed in the 'Tenants' column.
111. Acquiring authorities should put 'unknown' in the appropriate column where they are satisfied, after reasonable inquiry, it is not practicable to ascertain the name or status of the owners, lessees and occupiers of any part of the land.
112. Land falling outside of the boundary of the CPO which will be affected by the extinguishment of rights should not be included in Table 1 in the CPO Schedule. It should however be included in a second table (commonly referred to as 'Table 2') in the CPO Schedule. For example, this would include land which has a right of way over part of the CPO land. Land over which new rights are to be created should be included Table 1. For example, a crane oversailing right necessary for the construction of the scheme.
113. Land affected by the extinguishment of rights need not be identified on the Map but it will have to be included in the Schedule to the CPO.
114. The plot description in Table 1 in the CPO Schedule should clearly show if any land or interest is excluded from the CPO. The extent of land is normally shown as an area and metric figures should be used. However, it is accepted this may not be practicable in every case and where separate units within one building can be reliably identified by postal address this may be used instead. Further guidance is provided in [paragraph 13 in Section R in Part 4 of Circular 003/2019](#). If the owner, lessee or tenant is also the occupier, it is helpful if this is stated by inserting 'owner, lessee or tenant' in the schedule.
115. Each plot of land should be described in readily understood terms and it is important local people can identify the land described.

Details about the extent, description and situation of the land should be sufficient to tell the reader approximately where the land is situated without reference to a map. Further guidance on descriptions used in the CPO Schedule and reference to Ordnance Survey field numbers is provided in [paragraphs 11 - 12 in Section R in Part 4 of Circular 003/2019](#).

116. If the land is registered at the Land Registry it is good practice for the CPO Schedule to include the Title Number of the land.
117. Detailed guidance on who should be named as owners, lessees, tenants or occupiers in Table 1 in the CPO Schedule and served with notices of the making of the CPO is provided in [paragraph 24 in Section 5 in Part 4 of Circular 003/2019](#).  
[Click to view Best Practice Note 22 in Section E](#)
118. If there is reputed to be more than one owner and there is doubt as to which of them is the owner, it is advised both (or all) persons be named in the relevant column in Table 1 in the CPO Schedule.
119. Where an owner cannot be traced, the word 'unknown' should be entered in the relevant column in Table 1 in the CPO Schedule.
120. Where there are no lessees or reputed lessees or tenants or reputed tenants, a dash should be inserted in the relevant column in Table 1 in the CPO Schedule.
121. Tenants who have served notice under [section 122 of the Housing Act 1985](#) to exercise a right-to-buy should be shown as an occupier in the relevant column in Table 1 in the CPO Schedule.
122. If the acquiring authority seeks to acquire any new rights, the land over which a new right is sought should be shown as a separate plot in the relevant column in Table 1 in the CPO Schedule. Further guidance on the description of new rights in the CPO Schedule is provided in [paragraph 18 in Section R in Part 4 of Circular 003/2019](#).
123. Table 2 in the CPO Schedule should include five columns setting out:
  - (a) the reference number on the accompanying map of each plot of land to be acquired (where more than one plot is being acquired);
  - (b) the names of people who are not listed in the first table (Table 1), but would have been given notice to treat under [section 5\(1\) of the Compulsory Purchase Act 1965](#) ('the 1965 Act') i.e. who have an interest in the land or the power to sell and convey or release it;

- (c) the description of the interest in land to be acquired from the persons listed in the second column in Table 2;
- (d) the names of people who are not listed in Table 1 nor the second column of Table 2, but the acquiring authority thinks who would be entitled to claim compensation under [section 10 of the 1965 Act](#); and
- (e) the description of the interest in land to be acquired from the people listed in the fourth column of Table 2 and the reason for the likely claim.

Examples of the interests which are to be listed in Table 2 in the CPO Schedule include mortgagees and land outside the boundary of the CPO with the benefit of a private right of way, other easement or restrictive covenant over part of the CPO land. If the interest was to be extinguished, it would go in the second and third columns in Table 2, but if it were only to be interfered with during construction, it would go in the fourth and fifth columns in Table 2.

- 124. Easements, wayleaves and other similar rights vested in statutory undertakers would not usually be listed in the CPO Schedule. There are separate statutory rules governing such rights. Some statutes have separate procedures to extinguish these rights of statutory undertakers and special compensation arrangements apply to those procedures. Therefore, where these procedures exist, statutory undertakers would not be able to make a claim for compensation under either [section 5\(1\)](#) or [10 of the 1965 Act](#) and would therefore not qualify for listing under Tables 1 and/or 2 in the CPO Schedule. However, attention should still be given to such interests.
- 125. The CPO Schedule should identify any 'special category' land which is being acquired. The special categories are defined in [sections 17 - 19 of the 1981 Act](#) and include;
  - (a) land forming part of a common, open space, fuel or field garden allotments;
  - (b) land held inalienably by the National Trust;
  - (c) land owned by local authorities; and
  - (d) land owned by statutory undertakers.
- 126. The definition of common land will include land registered as a town and village green. However, the definition does not extend to all land defined as access land under the [Countryside and Rights of Way Act 2000](#).

127. If the land to be acquired falls into any of the above categories there may be variations in the form of the CPO, accompanying Schedule and Map. These are detailed in [Sections J, K and R in Circular 003/2019](#). This matter should be considered carefully as the Welsh Ministers may reject a CPO which fails to comply with the prescribed form.
128. Templates and examples of CPO Schedules including the acquisition of new rights are provided in Appendix 7 in [Part Six](#) to this Manual.

#### The CPO Map

129. Care is needed to ensure the accuracy of the CPO Map and its consistency with the CPO Schedule. Where there is a discrepancy between the CPO, Schedule and the Map and there is uncertainty over the true extent of the land to be acquired, the Welsh Ministers may refuse to confirm all or part of the CPO.
130. Templates and examples of CPO Maps showing the extent of land included in the CPO and described in the CPO Schedule are provided in Appendix 7 in [Part Six](#) to this Manual.
131. Detailed guidance on the drafting the CPO Map is provided in [Section S in Part 4 of Circular 003/2019](#).  
[Click to view Best Practice Note 23 in Section E](#)
132. The acquiring authority may only use a location plan for the purpose of enabling identification of area to which the CPO relates. Guidance on the drafting and inclusion of a location plan in a CPO is provided in [paragraph 4 in Section S in Part 4 of Circular 003/2019](#).

#### Statement of Reasons

133. Although it is not a statutory requirement, acquiring authorities are requested in [Circular 003/2019](#) to prepare a Statement of Reasons for the making of a CPO. Its purpose is to explain the acquiring authority's reasons and justification for making the CPO and wanting to acquire the land. A Statement of Reasons will accompany the CPO and copies will be made available to affected parties.
134. A Statement of Reasons should be as comprehensive as possible as the text may form the basis of a Statement of Case which is required in the event of a public inquiry. It is recommended to keep the Statement of Reasons as concise as possible, detailed policies should be inserted into appendices.

135. For comprehensive guidance on the contents of a Statement of Reasons please refer to [Section U in Part 4 of Circular 003/2019](#).
136. A combined template and example of a Statement of Reasons for a CPO made under the 1990 Act or Housing Act 1985 is provided in Appendix 6 in [Part Six](#) to this Manual.
137. If it is proposed to instruct Counsel or another advocate in the event of a public inquiry, then it would be appropriate to seek their advice on the Statement of Reasons.  
[Click to view Best Practice Note 25 in Section E](#)

#### *Additional requirements for housing related CPOs*

138. If specifically acquiring land for housing purposes, the Statement of Reasons should make clear how the need to provide further housing accommodation in the area has been identified (referring to the Local Housing Strategy(s), Housing Needs and Demand Assessment(s), and Strategic Housing Investment Plan(s) as appropriate). Furthermore, it is advised the acquiring authority explain why it is satisfied the proposed delivery method will provide suitable housing accommodation in an appropriate timescale.
139. When acquiring an empty home or substandard property for housing purposes it is good practice for the acquiring authority to indicate how long the property has been vacant, what steps have been taken to encourage the owner to bring it back into acceptable use, what the outcome of this was and whether the owner carried out any work to re-use the property for housing purposes.

#### Drafting the CPO

140. After completion of the preparatory work the next stage is the drafting and preparation of the CPO. This section outlines the procedures to be followed in preparing and then making the CPO.
141. From the preliminary investigations carried out, the acquiring authority should have identified the presence of any minerals or special category land which will need to be included in the CPO Schedule.

### *Special kinds of Land*

142. Certain categories of land are given special protection by [Part III of the 1981 Act](#) against being compulsorily purchased. These are:
- (a) land owned by The National Trust and used by them inalienably (as defined in [section 18\(3\) of the 1981 Act](#));
  - (b) land owned by a Local Authority ([section 17 of the 1981 Act](#));
  - (c) land acquired by a Statutory Undertaker; for the purposes of its undertaking (i.e. not for investment) ([sections 16 and 17 of the 1981 Act](#)); and
  - (d) land forming part of a common, open space, fuel or field garden allotment ([section 19 of the 1981 Act](#)).
143. The protection given by the 1981 Act has the effect of limiting the acquiring authority's power to acquire compulsorily. Detailed guidance on the protection afforded to special kinds of land, procedures for dealing with certification and special Senedd procedure is contained in [Section J in Part 2 of Circular 003/2019](#).  
[Click to view Best Practice Note 26 in Section E](#)

### *The Mining Code*

144. It is usual to exclude mines and minerals present under land the subject of a CPO, unless there is a specific need to acquire them. The exclusion of mines and minerals can be achieved by incorporating the 'mining code' in the CPO (see [Parts II and III of Schedule 2 of the 1981 Act](#)).
145. The effect of incorporation is if at any time following acquisition of the land the owner of the minerals wishes to extract them, they must give notice to the landowner. The surface owner can then decide whether to prevent the working of the minerals and compensate for the loss suffered as a result.
146. In most cases the inclusion of the mining code is appropriate and gives the acquiring authority flexibility. The acquiring authority does not have to pay extra to acquire minerals initially, but can review the situation should there be a proposal to work minerals under the scheme. Detailed guidance on the Mining Code is set out in [Sections N and R of Circular 003/2019](#).  
[Click to view Best Practice Note 27 in Section E](#)

### *Preparation of the CPO*

147. Once the necessary information has been gathered, the CPO must be put in the correct format before being submitted to the Welsh Ministers for confirmation.

It is advisable to send a draft of the CPO to the Welsh Ministers for a technical check before it is formally made. This will ensure the CPO is in the correct format. Approval does not give any indication on the merits or legality of the case for the CPO.

148. Detailed guidance on preparing and submitting CPOs is given in [Section R in Part 4 of Circular 003/2019](#) and [2004 Regulations](#).
149. The [2004 Regulations](#) contain prescribed forms for CPOs and supporting documents. There are different forms depending on the nature of the compulsory purchase and care must be taken to ensure the correct one is used. The following table summarises the various forms and their application.

| Prescribed Form | Application   |
|-----------------|---|
| Form 1          | CPOs (other than clearance CPOs made under section 290 of the Housing Act 1985)   |
| Form 2          | CPOs (other than those made under section 290 of the Housing Act 1985) which provide for vesting land given in exchange for the compulsory purchase of commons, open spaces, etc <sup>2</sup> or for new rights over such land ( <a href="#">paragraph 6 in Schedule 3 to the 1981 Act</a> ) (see <a href="#">paragraphs 506 – 511 on special types of land</a> ) |
| Form 3          | CPOs (other than those made under section 290 of the Housing Act 1985) not providing for exchange land but which provide for the discharge of rights, trusts and incidents  |
| Form 4          | Clearance CPOs made under <a href="#">section 290 of the Housing Act 1985</a> .   |
| Form 5          | Clearance CPOs made under <a href="#">section 290 Housing Act 1985</a> which provide for vesting of land given in exchange for the compulsory purchase of commons, open spaces, etc <sup>3</sup> or, in the case of new rights, <a href="#">paragraph 6 in Schedule 3 to the 1981 Act</a> (see <a href="#">paragraphs 506 - 511 on special types of land</a> )    |

<sup>2</sup> [Section 19 of the Acquisition of Land Act 1981](#)

<sup>3</sup> [Section 19 of the Acquisition of Land Act 1981](#)

|        |   |
|--------|---|
| Form 6 | Clearance CPOs made under <a href="#">section 290 of the Housing Act 1985</a> not providing for exchange land but which provide for the discharge of rights, trusts and incidents |
|--------|---|

150. Templates and examples of a CPO is provided in Appendix 7 in [Part Six](#) to this Manual.
151. The main body of the CPO must contain the following details:
- (a) the enabling act(s) authorising the acquisition;
  - (b) the purpose for which the CPO is made; and
  - (c) the name of the acquiring authority.
152. Where there are separate compulsory purchase powers and purposes, each must be identified and stated separately.
153. The guidance in [Section R in Part 4 of Circular 003/2019](#) provides examples of wording for CPOs for new rights and guidance on CPOs under [section 226 of the 1990 Act](#). Templates and examples of a CPO acquiring new rights are provided in Appendix 7 in [Part Six](#) to this Manual.
154. The Schedule and Map to the CPO, as prepared in accordance with the [2004 Regulations](#), are submitted with the CPO. The CPO Schedule is always attached, whilst the CPO Map may be a separate document if large areas have to be shown.

#### Making the CPO

155. The CPO should be made under seal, authenticated and dated at the end (after the Schedule). Sealing and dating of the CPO should be on the same day.  
[Click to view Best Practice Note 28 in Section E](#)
156. Once the CPO is made, the Welsh Ministers should be informed as soon as practicably possible of this decision, and prior to any public notices being issued. This is to ensure the Welsh Ministers are ready to receive any objections to the CPO. The acquiring authority should also identify any related application(s) or appeal(s) which may need to be considered at the same time as the CPO.

The acquiring authority should consider carefully whether it can coordinate any other consenting procedures which it is responsible for (for example, planning permissions, listed building consents, stopping up orders or any other consents) to allow the Welsh Ministers to consider related applications or appeals in a coordinated way.

157. Before the CPO can be submitted to the appropriate Welsh Minister, it is necessary to serve and publish notices of the making of the CPO and send copies of the Statement of Reasons. In addition, on submission of the CPO, it must be accompanied by at least one certificate.
158. A checklist of documents to be submitted to the Welsh Ministers with a CPO is provided in [Section Q in Part 4 of Circular 003/2019](#).

### Certificates

159. A general certificate in support of the submission of CPO will provide reassurance to the Welsh Ministers that the statutory procedures have been followed. If the CPO includes listed buildings or buildings in a conservation area a further certificate, a 'Protected Assets' certificate, is needed. The certificates required depend on the nature of the land to be acquired.

#### *General certificate in support of CPO submission*

160. It is good practice for a general certificate in support of the CPO submission to be enclosed with the CPO. This will include confirmation that notices have been correctly served. Whilst a general certificate has no statutory basis it provides a useful check that everything which needs to be done has been done.
161. The required form of the certificate is contained in [Section T in Part 4 of Circular 003/2019](#).  
[Click to view Best Practice Note 29 in Section E](#)

#### *Protected assets certificate: Listed buildings and conservation areas*

162. When the land to be acquired via a CPO includes the following assets, it is advised a 'Protect Assets' certificate be submitted with the CPO :

- Listed buildings;
- Buildings which qualify for listing;
- Buildings subject to building preservation notices;
- Other buildings which may be of list quality; and
- Buildings within a conservation area.

163. The form of a 'Protect Assets' certificate if given in [Section T in Part 4 of Circular 003/2019](#).

#### Press and site notices

164. Before submitting the CPO for confirmation, the acquiring authority must publish a notice in a prescribed form for two successive weeks in one or more local newspapers, serve notices on owners, lessees, tenants, occupiers and other qualifying persons, and fix a notice to a conspicuous object or objects on or near the land the subject of the CPO<sup>4</sup>. An example of a notice to be published in a newspaper and a site notice is provided in Appendix 9 in [Part Six](#) to this Manual.

[Click to view Best Practice Note 30 in Section E](#)

165. The content of the press notice, the site notice and individual notices will:
- state that a CPO has been made and is about to be submitted for confirmation;
  - describe the land in question;
  - state the purpose for which the land is required;
  - specify the time within which objections to the CPO can be made (this must be at least 21 days from the date the notice is posted);
  - specify the manner in which objections to the CPO may be made; and
  - name a local place where the CPO and map may be inspected.

The notices advertising the making of a CPO invite the submission of objections to the relevant Welsh Minister and contain details of the address to which they should be sent. Objections must arrive within the period specified in the notice and be made in writing.

166. The [1981 Act](#) states how the notices are to be served and the prescribed form each notice should take is prescribed by [Form 7 of the 2004 Regulations](#). Once a CPO has been advertised and submitted there follows a period of 21 days where all interested parties can make objections. The 21 day objection period is the minimum period required in law. However, it will often be useful to allow for one or more additional days to allow for the notice to actually appear and allow for any delay. In addition, depending on the time of year the CPO is being advertised, if the 21 day period will include public holidays consideration may be given to extending the period to compensate. Further, in addition to the mandatory publicity it is recommended the CPO be published on relevant electronic channels such as the acquiring authority's website and social media channels.

[Click to view Best Practice Note 31 in Section E](#)

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<sup>4</sup> [Sections 11 and 12 of the Acquisition of Land Act 1981](#)

### Individual notices

167. The acquiring authority must serve on every owner, lessee, tenant (whatever the tenancy period) and occupier of any land comprised in the CPO and also any person who would be entitled to receive a notice to treat had the acquiring authority been proceeding under the [1965 Act](#), or to make a claim for compensation under [section 10](#) of that Act, a notice in the form prescribed by [Form 8 of the 2004 Regulations](#). An example of a notice to a qualifying person in respect of land comprised in a CPO is provided in Appendix 8 in [Part Six](#) to this Manual. When serving such notice, it is good practice for the acquiring authority to include a covering letter explaining clearly why it has sent the notice, what the notice means, what the person receiving the notice should do next, and where they can seek help and advice. In the case of acquisition of rights short of ownership, it is advised the acquiring authority set out if these are temporary or permanent and what, if any, mitigation measures are proposed. The covering letter may also provide contact details for a representative in the acquiring authority who can be contacted for further information and/or to clarify the implications of the scheme.
168. The notice to a qualifying person shall state<sup>5</sup>:
- the effect of the CPO;
  - that it is about to be submitted;
  - the time (not less than 21 days from the service of the notice) within which objections to the CPO may be made; and
  - the manner in which objections to the CPO may be made.
169. The following are examples of who should be served or on behalf of the owners, lessees or occupiers named in the CPO Schedule:
- persons who may have a valid claim to be owners or lessees (for the purposes of [the 1981 Act](#)) such as, those who have entered into a contract to purchase a freehold or lease;
  - the names of partners in a partnership (all of whom should be personally served except when there is a designated person);
  - a Company Secretary or Clerk at the registered or principal office of a corporate body;
  - individual trustees;

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<sup>5</sup> [Section 12\(1\) of the Acquisition of Land Act 1981](#)

- individual trustees and the Secretary of unincorporated bodies;
- the trustees and the Charity Commissioners (at their headquarter address) for land owned by a charitable trust;
- the Church Commissioners as well as the owners of ecclesiastical property;
- Cadw in the case of a scheduled ancient monument, or the County Archaeologist in the case of an unscheduled ancient monument (these bodies need not be served but should at least be contacted);
- the national park authority where land is included in a national park;
- Natural Resources Wales where land falls within a designated Area of Outstanding Natural Beauty or a Site of Special Scientific Interest; and
- Sport Wales for land being used for sport or physical recreation.

170. A notice may be served by delivering it to the person concerned, by leaving it at the person's "proper address" or by post, provided it is sent by recorded delivery or registered post<sup>6</sup>. It is good practice to mark the letter and envelope with words such as: "IMPORTANT - THIS LETTER AFFECTS YOUR PROPERTY".

[Click to view Best Practice Note 32 in Section E](#)

171. The "proper address" is defined as;

- in the case of an individual, the last known address; and
- in the case of an incorporated company or body, the registered or principal office. However, if an address for service has been provided it will constitute the proper address.

172. Where a person is served at an accommodation address or service is effected on a solicitor or other agent, it is advised the acquiring authority make sure the address has been furnished, and/or this form of service has been authorised, by the person to be served. If in doubt, the home address of the person should also be served.

173. If there is reputed to be more than one owner and there is doubt as to which of them is the owner, it is good practice for both (or all) persons to be served with a notice.

[Click to view Best Practice Note 33 in Section E](#)

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<sup>6</sup> [Section 6\(1\) of the Acquisition of Land Act 1981](#)

174. The names of those on whom notices may be served can be derived from the CPO Schedule. However, it should be noted this may change during the time between the drafting of the Schedule and the service of notices.

#### *Unknown owners*

175. If the acquiring authority is satisfied after reasonable inquiry that it is not practicable to ascertain the name or address of an owner, lessee or occupier of the land, the notice may be served by<sup>7</sup>:

- addressing it to them by the description of 'owner', 'lessee', 'tenant' or 'occupier' of the land;
- describing the land to which it relates; and
- delivering it to some person on the land, or, if there is no person on the premises, by leaving a copy of it on or near the land.

This is usually achieved by fixing the notice to the building or if necessary a post erected for the purpose.

[Click to view Best Practice Note 34 in Section E](#)

#### Submission of the CPO

176. Having satisfied the requirements to give, affix and publish notices (and obtained the proofs or certificates of service), the acquiring authority should submit the CPO to the Welsh Ministers. [Part Two](#) of the Manual provides details on the various types of CPOs and the Welsh Minister with responsibility for confirming the relevant CPO. For example, the Welsh Minister with responsibility for housing matters confirms CPOs made under housing legislation.

177. A checklist of documents is provided in [Section Q in Part 4 of Circular 003/2019](#) which indicates the number of copies of each document which is to be submitted with a CPO.

#### Deposit of the CPO and Map

178. On serving the notices of making the CPO, a copy of the CPO (including Schedule and Map) must be deposited in the offices of the acquiring authority for inspection at reasonable times of the day.

179. The prescribed form of CPO requires the acquiring authority and the Welsh Ministers to deposit a duplicate of the map at their offices.

[Click to view Best Practice Note 35 in Section E](#)

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<sup>7</sup> [Section 6\(4\) of the Acquisition of Land Act 1981](#)

### Registration as a Local Land Charge

180. It is not a statutory requirement to register the making of a CPO as a local land charge (except under the [Opencast Coal Act 1958](#) and the [New Towns Act 1981](#)). However, as a matter of good practice, local authorities should consider attaching informal notes to the register on the current status of the CPO and its state of implementation. This will then reveal the existence of the CPO to those making enquiries. If such a note is made it must be updated as the CPO progresses and if the land included within the CPO changes.

### Summary of the preparation and making process

181. The process for preparing and making a CPO can be summarised as follows:

- (i) Obtain authority to make CPO (resolution)
- (ii) Ascertain ownership details
- (iii) Prepare the CPO (including Map and Schedule) and newspaper notice
- (iv) Prepare statutory notices for persons with an interest in the land and site notice(s)
- (v) Finalise the Statement of Reasons
- (vi) Formally make and seal the CPO
- (vii) Serve the statutory notices and erect the site notice(s)
- (viii) Publish the newspaper notices
- (ix) Send documents to the Welsh Ministers

182. Each stage up to the making and sealing of the CPO is not bound by statutory procedures.

## **Stage 4: Consideration of a compulsory purchase order**

Contents of this section:

[Decision maker](#)

[Submission and consideration of objections](#)

[Public inquiry: Notice and date of the public inquiry](#)

[Public inquiry: Use of advocates](#)

[Public inquiry: Negotiations with objectors](#)

[Public inquiry: Pre-inquiry meetings](#)

[Public inquiry: Outline statements](#)

[Public inquiry: Statement of Case](#)

[Public inquiry: Evidence at public inquiry](#)

[Public inquiry: Service of documents](#)

[Public inquiry: Practical issues of arranging a public inquiry](#)

[Public inquiry: Holding of the public inquiry](#)

[Public inquiry: Outline of procedure at the public inquiry](#)

[The written Representations Procedure](#)

[The inspector's report](#)

[The Welsh Ministers' decision](#)

[Costs](#)

[Legal challenge](#)

[Abandonment of the CPO scheme](#)

[Delivery of the CPO scheme](#)

[Exercising the compulsory purchase powers](#)

[Time limit for exercising the compulsory purchase powers](#)

### Decision maker

183. Once a CPO is made and submitted, the Welsh Ministers will decide whether they wish to consider the case themselves or appoint an inspector to make the confirmation decision on their behalf. Cases where the Welsh Ministers decide to appoint an inspector to make the final decision are referred to as ‘delegated cases’. Where the Welsh Ministers are taking the decision, an inspector will undertake the detailed consideration of the case (through either an inquiry, hearing or written representations) and prepare a report with recommendations for consideration by the Welsh Ministers. In delegated cases, the inspector will undertake the detailed consideration of the case and make the decision.

### Submission and consideration of objections

184. The notifications of the making of the CPO invite the submission of objections to the Welsh Ministers. Objections must be in writing and arrive with the Welsh Ministers within the period specified in the notice (which must be at least 21 days). Objections are to be addressed to the Welsh Ministers at the address specified in the appropriate section of [Part Two](#) of the Manual.

185. Any person can object to the making of a CPO. However, the following are considered to be “qualified persons” and are defined in [section 12\(2\) of the 1981](#):

- (a) Any person who is an owner, lessee, tenant (whatever the tenancy period) or occupier of the CPO land<sup>8</sup>.
- (b) A person to whom the acquiring authority would, if proceeding under [section 5\(1\) of the 1965 Act](#), be required to give a notice to treat. This includes “all those interested in, or having the power to sell and convey or release the land, so far as known to the acquiring authority after making diligent inquiry” (see below for a definition of “diligent inquiry”)<sup>9</sup>. This would include:
  - (i). mortgagees in possession;
  - (ii). those with an equitable interest in the CPO land (for example, a contract to purchase the land or an option to purchase the land);  
or
  - (iii). a person with a beneficial interest under a trust.

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<sup>8</sup> [Section 12\(2\)\(a\) of the Acquisition of Land Act 1981](#)

<sup>9</sup> [Section 12\(2A\) of the Acquisition of Land Act 1981](#)

- (c) A person who is likely to be entitled to make a claim for compensation under [section 10 of the 1965 Act](#), if the CPO is confirmed and the compulsory purchase takes place, so far as known to the acquiring authority after making diligent inquiry<sup>10</sup>. This would include:
- (i). those with easements in, on or over the CPO land (for example, rights of way, rights to light, or rights to support);
  - (ii). owners of land having the benefit of restrictive covenants affecting the CPO land that will be interfered with by the scheme; or
  - (iii). owners whose land value may be reduced as a result of works carried out on the land being compulsory acquired (even though none of their land is being compulsorily acquired).
186. The courts have applied the same meaning to the terms “diligent inquiry” and “reasonable inquiry” (R v Secretary of State for Transport, ex parte Blackett [1992] JPL 1041). To fulfil its obligation to carry out a diligent inquiry, the acquiring authority should:
- use its powers to request information under [section 5A of the 1981 Act \(paragraphs 81 – 82](#) in this Part of the Manual);
  - advertise in a local newspaper;
  - fix a notice to the relevant land;
  - enquire locally (including asking adjoining owners, solicitors and estate agents);
  - examine the electoral roll;
  - check the records of the local authority housing department;
  - check Council Tax records; and
  - in the case of a company, examine the Companies Register.
187. Any objection made by a qualifying person is known as a relevant objection unless the person qualifies by virtue of their entitlement to make a claim for compensation under [section 10 of the 1965 Act](#) and the Welsh Ministers think they are not likely to be entitled to make the claim.
188. If a relevant objection is neither withdrawn by the objector nor disregarded by the Welsh Ministers, it becomes a “remaining objection”<sup>11</sup>. The person who has made a remaining objection is known as a “remaining objector”. The acquiring authority will normally identify the remaining objectors in the CPO Schedule.
189. Other parties may also object to a CPO although they are not qualifying persons in relation to the CPO.

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<sup>10</sup> [Section 12\(2B\) of the Acquisition of Land Act 1981](#)

<sup>11</sup> [Section 13A\(1\) of the Acquisition of Land Act 1981](#)

However, only a remaining objector has a right to be heard at a public inquiry and the confirming authority is only obliged to hold a public inquiry if there are remaining objectors. An objection submitted by a third party (i.e. a non-qualifying person) is commonly referred to as a “non-statutory objector”.

190. There is limited guidance on the grounds of objection. In general, any objection will be valid if properly made. However, there are limited cases in which the Welsh Ministers are entitled to disregard objections. These are:

- If they are satisfied the objection relates exclusively to matters which can be dealt with by the Upper Tribunal (Lands Chamber) - this means disputes:
  - (i). regarding the appropriate level of compensation; and
  - (ii). over whether part only of land may be compulsorily acquired or whether the authority should be compelled to acquire the whole – even if it only requires part for the scheme (known as ‘material detriment’ and explained in [paragraphs 450 - 452](#)).
- In the case of a CPO made under the [1990 Act](#), where the objection amounts to an objection to the provisions of the development plan defining the proposed use of land<sup>12</sup>.

191. Objections to a CPO commonly fall into three categories as follows:

- Affected parties may agree with the purpose of the scheme but would like to see minor amendments to minimise the impact on them. Objections of this nature may secure changes, for example, to reduce the visual or noise intrusion of a scheme, or minor adjustments to the land required.
- Affected parties may agree with the purpose of the scheme but believe it should be located elsewhere.
- Affected parties may object to the scheme completely, however, this cannot be solely on the grounds of an objection to adopted planning policy.

192. At the end of the objection period the Welsh Ministers will ensure the acquiring authority has received copies of all objections. Objections which are not considered valid will be clearly marked and the Welsh Ministers will contact the objector to let them know their objection has been deemed invalid and provide them an opportunity to submit a valid objection.

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<sup>12</sup> [Section 245\(1\) of the Town and Country Planning Act 1990](#)

193. Where objections are made and are neither withdrawn nor disregarded, if deemed appropriate, the Welsh Ministers may decide to proceed with the consideration of those objections under the written representation procedure. A prescribed form will be issued to each remaining objector to seek their consent to the use of the written representations procedure. The Welsh Ministers may only use the written representations procedure if all remaining objectors give their consent. The written representations procedure is governed by the [Compulsory Purchase of Land \(Written Representations Procedure\) \(National Assembly for Wales\) Regulations 2004](#).
194. Where a remaining objector refuses to give their consent to use the written representations procedure a public inquiry must be held. Likewise, if multiple remaining objections are received to the CPO, or the CPO involves a high degree of complexity, a public inquiry will be held. Where a public inquiry is to be held, the Welsh Ministers will arrange one as soon as possible. However, acquiring authorities should continue to negotiate with objectors to resolve their concerns even where a public inquiry is scheduled. If the acquiring authority becomes aware an objector has withdrawn their objection it should inform the Welsh Ministers immediately.
195. The procedure before, during and after a public inquiry is generally governed by the [Compulsory Purchase \(Inquiries Procedure\) \(Wales\) Rules 2010](#) (“the 2010 Rules”). The inquiry procedure is also subject to the rules of natural justice. These rules, developed by the courts, provide there must be fairness in the conduct of an administrative process and, in particular, each side must have a fair opportunity to be heard and to hear and question the case against them. A CPO may be challenged if there has been a breach of either the rules of natural justice or the statutory rules of procedure. Challenges to the confirmation of a CPO are covered in [paragraphs 303 – 306 below](#).  
[Click to view Best Practice Note 36 in Section E](#)
196. Hearings, in practice, rarely occur but can take place if all remaining objectors agree.
197. If no objections are made, and the Welsh Ministers are satisfied the proper procedures for serving and publishing notices have been observed, they will consider the case on its merits and may confirm, modify or reject the CPO. It should not be assumed a CPO will be confirmed simply because there are no objections.

198. Alternatively, in such cases the Welsh Ministers may decide to allow the acquiring authority to confirm its own unopposed CPO except in the following certain circumstances.
- (a) the CPO cannot relate to land used by a statutory undertaker where the undertaker has made representations to the Minister responsible for its regulation, or
  - (b) the CPO cannot relate to land which is part of a common, open space, fuel or field garden allotment.

Public inquiry: Notice and date of the public inquiry

199. Where a public inquiry is to be held the timetable for all matters relating to it runs from a fixed date, referred to as the “relevant date”. It, together with all other significant dates, is established by the [2010 Rules](#).
200. The relevant date is the day on which the Welsh Ministers give notice to the acquiring authority of their intention to hold a public inquiry. This must be no later than 5 weeks after either the end of the objection period or the submission of the CPO for confirmation, whichever is later. It should be remembered the period for objections runs from the date of the first notice of the making of the CPO. In exceptional circumstances, submission might be some time after the making of the CPO.
201. The Welsh Ministers must give written notice of their intention to hold a public inquiry to the acquiring authority and each remaining objector. They must also advise the acquiring authority of the substance of each objection made. Where practicable, they must also advise of the substance of any other objections.
202. The date of the public inquiry shall be no later than either;
- 22 weeks after the relevant date; or
  - when a pre-inquiry meeting convened by the Welsh Ministers is held, no later than eight weeks after the conclusion of the meeting.

However, if it is impracticable to commence the public inquiry within the above time limits, then it must be convened on “the earliest practicable date”. Once the date of the public inquiry is fixed it will only be changed in exceptional circumstances. The Welsh Ministers will not usually agree to cancel or postpone a public inquiry unless:

- all objections are withdrawn;

- the acquiring authority withdraws the CPO; or
- parties are not able to attend.

203. The acquiring authority and anyone who has served an "outline statement" before a pre-inquiry meeting or a "statement of case" under the [2010 rules](#) must be given at least 42 days' notice of the date, time and place where the public inquiry is to be held.

204. Unless the Welsh Ministers direct otherwise, the acquiring authority must post a notice of the public inquiry no later than 14 days before the date fixed for its commencement. This must be posted in a conspicuous place near to the CPO land and in one or more places where public notices are usually posted in the locality.

[Click to view Best Practice Note 30 in Section E](#)

205. Likewise, unless the Welsh Ministers direct otherwise, the acquiring authority must, not later than 14 days before the date fixed for the public inquiry, publish in one or more local newspapers, notice of the public inquiry. There is no statutory form but the notices provided by Planning Inspectorate Wales can be utilised. The Welsh Ministers often request the local press be informed of the public inquiry so they may attend if they wish. As with other important updates publishing this information on the relevant acquiring authority's website(s) and social media channels is also recommended.

206. The site and newspaper notices must contain a clear statement of the:

- date, time and place of the public inquiry;
- the powers under which the CPO has been made; and
- a sufficient description of the land to identify its approximate location without reference to the CPO map.

#### Public inquiry: Use of advocates

207. If there is to be a public inquiry, the acquiring authority will have to decide how to present its case. This decision will involve those who are likely to give evidence and the acquiring authority's legal advisers.

208. It is common practice to instruct counsel, a solicitor or another experienced advocate to present the case. The advocate may already have been involved in advising on the preparation and making of the CPO.

209. Whilst there are no procedural implications in the choice of advocate, it should be recognised any advocate will need time to become familiar with the case in order to be most effective.
210. It may be helpful if the advocate is instructed as soon as the Welsh Ministers give notice of the date of the public inquiry. As well as giving sufficient time to prepare for the public inquiry, this will also mean the advocate can be involved in considering the objections and be aware of any negotiations which occur.
211. Whilst there is obligation for an objector to appoint legal or other representation it is recommended they have the necessary specialist advice available to them. Although a public inquiry is not a court of law, legal advice is usually needed as it is subject to procedures set down by law and decisions arising from the public inquiry are legally binding. Depending on the nature of objections, expert witnesses may be needed to give technical and professional evidence. This will have cost implications to the objector and acquiring authority.

#### Public inquiry: Negotiations with objectors

212. It is often possible to resolve objections by negotiation prior to the public inquiry by re-contacting affected parties once a CPO has been made to attempt to continue negotiations. This can be supported by acquiring authorities undertaking early, meaningful detailed and consistent engagement with objectors throughout the CPO process. The advantages of adopting this practice includes reducing costs and shortening the length of public inquiries and the timescale for receiving decisions. [Part Three](#) of the Manual provides guidance and best practice on engaging and conducting negotiations with affected parties.

[Click to view Best Practice Note 37 in Section E](#)

213. Objections should be carefully considered to identify what the objector is seeking and whether it might be possible to accommodate their views without prejudicing the scheme or the acquiring authority's case at public inquiry. The use of alternative dispute resolution (ADR) techniques should be considered by the acquiring authority in an attempt to resolve objections throughout the compulsory purchase process. This includes once a CPO has been confirmed. Guidance on ADR techniques can be found in [paragraphs 673 – 675](#) and in [paragraph 64 in Part 1 of Circular 003/2019](#).

214. Many objections to a CPO are made on the basis of landowners having their own development schemes for land included in a CPO. In these instances, acquiring authorities can offer to enter into an agreement known as a 'Settlement Agreement' with landowners to ensure implementation of their development schemes outside of the compulsory purchase process to bring land back into satisfactory use. Settlement Agreements can also be used in parallel with negotiations for acquiring land by agreement.
215. Where landowners who have their own development schemes decide against entering into a Settlement Agreement, or fail to comply with such agreements, acquiring authorities may present this as evidence of a lack of proactive action being taken over the CPO land to improve its condition. It may also assist with the justification for the making of the CPO. A template Settlement Agreement is provided in Appendix 21 in [Part Six](#) to this Manual. [Click to view Best Practice Note 38 in Section E](#)
216. In many cases objections will be vague and general. These are often submitted to protect the objector and preserve their ability to appear at the public inquiry. In these cases it is worth pursuing discussions with the objector to fully understand their position. If this is achieved, the objector may be prepared to withdraw their objection. Negotiations with objectors should continue up to and following a public inquiry, and once a CPO has been confirmed. To help manage, monitor and respond to objections, acquiring authorities should consider use of an 'Objection Tracker Schedule'. An Objection Tracker Schedule can help cross reference the impacts of the scheme and where potential objections could originate from. It can also prevent any objections emerging as a surprise at the public inquiry. It should be kept under review at monthly team meetings up until the holding of the public inquiry.
217. An Objection Tracker Schedule should group objections into the following categories i.e.
- Red: Little prospect of a change in the position of the objector or no engagement has been achieved with the objector.
  - Amber: Further engagement required with objector - continue to undertake negotiations.
  - Green: (a) The objection has been withdrawn, for example, an agreement to purchase the land voluntarily has been reached; or (b) The objector has agreed to enter into a Memorandum of Agreement or a Settlement Agreement with the acquiring authority.

A template CPO Objector Tracker Schedule is provided in Appendix 26 in [Part Six](#) to this Manual.

[Click to view Best Practice Note 39 in Section E](#)

218. From the acquiring authority's position, the best outcome is to secure the unconditional withdrawal of objections and proceed to acquire the land by agreement. However, objectors often seek some form of undertaking from the authority as a prerequisite of withdrawing their objection. Whilst this is acceptable in principle, care should be taken to ensure any undertaking is lawful and does not undermine the case for compulsory purchase by being in conflict with the purpose and justification of the CPO. If negotiations are to explore the giving of undertakings, they should be pursued on a without prejudice basis. This is an area where acquiring authorities should have the benefit of legal advice. A form of undertaking which can be used to resolve objections is through the use of a Memorandum of Agreement.

#### Public inquiry: Pre-inquiry meetings

219. In the case of CPOs which have attracted a large number of objectors and/or a complex or lengthy public inquiry is anticipated, the Welsh Ministers or inspector may arrange a pre-inquiry meeting. The meeting is held to discuss the procedure, scope and programming of the public inquiry including what steps might be taken to secure the public inquiry is run efficiently and expeditiously. The result is often an agreed programme of appearances by objectors, for the submission of evidence, and the production and the availability of documents. However, any timetable set will be subject to review and may be varied at any time.
220. The pre-inquiry meeting (or where there is more than one, the first meeting) is to be held no later than 16 weeks after the relevant date. Not less than 21 days' written notice of the meeting must be given. This meeting will be chaired by an inspector who may give directions, for example, for the prior exchange of evidence. This will be a public meeting and all objectors will be invited to attend
221. In practice, such meetings are held only in cases where:
- the CPO is of major public interest, or
  - there is extensive third party interest, or
  - they involve national or regional implications and/or complex environmental, safety, technical or scientific issues.

222. The purpose of a pre-inquiry meeting is to organise and prepare for the public inquiry. Having heard from the various parties, the inspector may propose a timetable for the public inquiry. The aim is to ensure the best use of time by agreeing in advance the days on which each party is required. Organisational matters such as the preparation of a bundle of core documents may also be discussed and agreed.

Public inquiry: Pre-inquiry meeting called by the Welsh Ministers

223. Where the Welsh Ministers direct a pre-inquiry meeting should take place an inspector will preside and determine the matters to be discussed.

224. The Welsh Ministers will, when giving notice of the relevant date, serve on the acquiring authority and remaining objectors:

- a notification of the intention to hold a pre-inquiry meeting; and
- a "statement of matters" i.e. the matters which appear to them to be likely to be relevant to their decision on the CPO.

225. Upon receipt of the notification, the acquiring authority must publish in a local newspaper notice of the Welsh Ministers' intention to hold a pre-inquiry meeting. This notice is to include the text of the statement of matters. As with other publications it is advised to also publish notice of the Welsh Ministers' intention to hold a pre-inquiry meeting on the relevant acquiring authority's website(s) and social media channels.

Public inquiry: Pre-inquiry meeting called by the inspector

226. If the Welsh Ministers have not held a pre-inquiry meeting, an inspector may decide to hold a pre-inquiry meeting for which they will give 14 days' written notice to:

- the acquiring authority,
- remaining objectors,
- others entitled to appear and
- anyone whose presence at the meeting appears to the inspector to be desirable.

As with the pre-meeting called by the Welsh Ministers, the inspector will determine the matters to be discussed.

Public inquiry: Outline statements

227. The acquiring authority is required to serve an outline statement i.e. the principal submissions to be put forward at the public inquiry.

This is to be served (not later than 8 weeks after the relevant date) on:

- the Welsh Ministers; and
- each remaining objector.

#### Public inquiry: Statement of Case

228. Where a public inquiry is to be held, the acquiring authority is required to produce a 'Statement of Case' which is to be served on the following parties:

- (a) the Welsh Ministers; and
- (b) each remaining objector.

229. A Statement of Case is used to support a CPO and sets out the full particulars of the acquiring authority's case to be put forward at the public inquiry. It also provides an update on the position as stated in the acquiring authority's Statement of Reasons. Copies of all documents referred to in the Statement of Case must be attached together with a list of any documents which the acquiring authority intends to refer to at the public inquiry. A combined template and example of a Statement of Case for a CPO made under the [1990 Act](#) or [Housing Act 1985](#) is provided in Appendix 10 in [Part Six](#) to this Manual. In respect of the 'Response to objections' and 'Additional information' sections of the combined template/example of a Statement of Case, these should be reviewed and updated particularly in relation to any objections made to the CPO and the acquiring authority's response to them.

230. The acquiring authority's Statement of Case must be served on each remaining objector—

- (a) where a pre-inquiry meeting is held, not later than 4 weeks after the conclusion of that meeting; and
- (b) in any other case, not later than 6 weeks after the relevant date i.e. the date on which the Welsh Ministers give written notice of a public inquiry to the acquiring authority and each remaining objector.

231. The Welsh Ministers may by notice require a remaining objector or anyone who has notified them of an intention or wish to appear at the public inquiry to serve (within 6 weeks of the notice) a Statement of Case on them, the acquiring authority and any other person specified. It is for the Welsh Ministers to provide copies of an acquiring authority's Statement of Case to anyone who is not a remaining objector but has been required to serve a Statement of Case. The acquiring authority will often publish its Statement of Case and the accompanying documents on its website.

The acquiring authority must allow anyone who wishes to inspect and take copies of the Statement of Case and documents in person to do so. Affected parties should not be charged for inspecting documents. However, if copies of documents are taken, reasonable administration costs may be charged for the service. The statement of case must contain details of where and when the documents will be available. In many cases this will be most conveniently achieved by posting the statement of case on the acquiring authority's website.

232. Each Statement of Case should set out the case for the acquiring authority or a remaining objector/any other person appearing at a public inquiry (referred to collectively as "objectors" in this section) and identify the main issues and evidence to be called. This will ensure all parties at the public inquiry are fully aware of the nature of each party's case and the issues raised. Detailed submissions should be left for proofs of evidence required at a later stage in the public inquiry procedure.
233. It is possible that the Welsh Ministers or the inspector may require further information about the matters contained in any Statement of Case.

Public inquiry: Information to be included in an acquiring authority's statement of case

234. Before compiling a Statement of Case, the acquiring authority should review the documents and arguments identified in its Statement of Reasons if one accompanies the CPO. The acquiring authority's Statement of Case should:
- contain the full particulars of the case including all available evidence to be put forward at the public inquiry including the reasons for making the CPO;
  - respond to objections raised to the CPO;
  - include the relevant facts and planning/legal arguments likely to be relied upon and where case law is cited, the full legal citation;
  - contain any policies or other documents considered to support the making of the CPO;
  - focus on areas of difference;
  - be submitted as text with relevant imagery only;
  - include:
    - (i) copies of any documents (including for example data, analysis or copies of legal cases), maps, plans and any relevant extracts to which reference is made (or relevant extracts);
    - (ii) a list of documents to be referred to or submitted as evidence;

- (iii) any views in support of the CPO expressed in writing by a government department (unless this has already been done so in the form of an outline statement for the purposes of a pre-inquiry meeting);
- set out the justification for the use of compulsory purchase powers;
- indicate whether any negotiations are ongoing with objectors to resolve areas of dispute and/or whether any such discussions are anticipated;
- provide an explanation as to how the acquiring authority has discharged any statutory duties such as provisions of the [Equality Act 2010](#) and the European Convention of Human Rights, and obligations in the [Well-Being of Future Generations \(Wales\) Act 2015](#); and
- describe any other material considerations.

235. The acquiring authority's Statement of Case should not include:

- inflammatory, racist or otherwise abusive language;
- any personal or otherwise sensitive information;
- links to websites (unless the link is to the acquiring authority's website or another public sector website), as websites can change over time.

236. The inspector will, as part of the early case management engagement, determine how the different areas of evidence will be dealt with at the public inquiry.

Public inquiry: Information to be included in a statement of case served by: (a) a remaining objector or (b) any other person appearing at a public inquiry

237. A Statement of Case served by an objector should:

- respond to the acquiring authority's Statement of Case and clarify their grounds of objections including policies or other documents which they consider the CPO is in conflict with;
- include the relevant facts and planning/legal arguments likely to be relied upon, and where case law is cited, the full legal citation;
- focus on areas of difference;
- be submitted as text with relevant imagery only;
- include:
  - (i) copies of the documents to which reference is made (or relevant extracts);
  - (ii) a list of documents to be referred to or submitted as evidence;
- set out a summary of the objector's overall conclusions;

- describe any other material considerations.

238. An objector's Statement of Case should not:

- normally introduce additional policies or raise new issues beyond those contained in the objection submitted during the objection period;
- inflammatory, racist or otherwise abusive language;
- contain links to websites (unless the link is to the acquiring authority's website or another public sector website), as websites can change over time;
- include any personal or otherwise sensitive information.

Public inquiry: Evidence at the public inquiry

239. The Welsh Ministers may require an acquiring authority or anyone who is entitled to appear and proposes to call or give evidence, to serve a copy of the evidence (commonly referred to as proof of evidence) on the inspector not later than 3 weeks before the person is due to give evidence. A written summary will be required where the proof exceeds 1,500 words. This will generally occur in more complex cases. There is no prescribed form for a proof of evidence as it will vary according to the specialism of the witness, the nature of the individual evidence and the particular proposals in the scheme for which the land is being compulsorily acquired. However, a framework is provided in the template provided in Appendix 11 in [Part Six](#) to this Manual to assist the drafting of such a document.

240. If the acquiring authority is required to serve a copy of evidence on an inspector, a copy must also be served on remaining objectors and any other person who has served an Outline Statement or Statement of Case. Likewise, where remaining objectors and any other person who has served an Outline Statement or Statement of Case are required to serve a copy of evidence on an inspector, a copy will also be served on the acquiring authority.

241. Where a statement of evidence has been served, the person giving evidence shall read this statement as their evidence, unless permitted by the inspector to do otherwise.

242. If the submissions of the acquiring authority rely on an official representation, notification that a public inquiry is to be held must be sent to the official body concerned on the later of the following dates:

- within seven days of receipt of the representation; or

- within seven days of receipt of the notice of the public inquiry from the Welsh Ministers.

#### Public inquiry: Service of documents

243. Notices or documents required or authorised to be served or sent under any of the provisions of the [2010 Rules](#) may be sent by ordinary post.

#### Public inquiry: Practical issues of arranging a public inquiry

244. There are a number of practical arrangements the acquiring authority will need to make in readiness for the public inquiry.

245. In the case of a large public inquiry, it is often appropriate to appoint a programme officer. This person will be responsible to the inspector for the administration of the public inquiry. The acquiring authority should normally offer to provide a programme officer. The programme officer should be impartial to the inquiry and it is considered good practice to appoint a contractor to undertake this role. The Planning Inspectorate Wales can supply a list of approved programme officers.

246. The acquiring authority normally provides the venue for the public inquiry. In addition to a single room large enough to accommodate all participants, separate rooms will be needed for other purposes. The minimum provision should be a retiring room for the inspector with appropriate facilities to allow them to work comfortably and undisturbed. It is also helpful to set aside rooms where the authority's team can meet and for meeting objectors.

247. Arrangements will be needed to ensure an adequate provision telephones, photocopiers, printers, arrangements for translator and translation facilities. It is also sensible to consider connectivity including provision of internet and the use of WiFi, and for the public inquiry to have an appropriate email address for parties to be able to email the public inquiry and the inspector.

248. It is usually necessary to have secretarial and administrative support available. For example, it may be necessary to produce copies of documents at short notice or to draw up agreements or statements for submission to the public inquiry.

249. Any catering facilities should be made available equally. In particular, care should be taken to avoid any suggestion the acquiring authority provides hospitality to the inspector which is not available to objectors.

For example, if refreshments are to be made available during breaks, it should be on the same basis to all involved in the public inquiry.

250. It is sensible to consider the need for security and stewarding. In the instances of a controversial scheme acquiring authorities may wish to consult the police or hire some form of security service.

#### Public inquiry: Holding of the public inquiry

251. The majority of the period before the date of a public inquiry into a CPO will involve a flurry of activity. For example:

- conferences with counsel,
  - serving notices,
  - contacting expert witnesses,
  - preparing and serving evidence/rebuttals,
  - participating in pre-inquiry procedures,
- all within statutory time limits culminating in the public inquiry itself.

252. Parties involved in a public inquiry should ensure they have available the necessary specialist advice. This will principally be legal advice as, although a public inquiry is not a court of law, it is a quasi-judicial hearing. There will also be a need for technical and professional input, both directly as evidence and indirectly in support of the case. A brief outline of the procedure is provided below in general terms.

253. In some cases a joint public inquiry will be held. This could be a public inquiry dealing with CPO and a highways orders and/or a planning appeal. The need for a joint public inquiry will be identified in advance.

254. This section of the Manual does not explore in detail the preparation, formulation and presentation of a case at public inquiry.

#### Public inquiry: Outline of procedure at the public inquiry

255. The public inquiry will be held before an inspector. The appointment of an inspector for a specific public inquiry will take into account the particular suitability of the inspector for dealing with the issues in question. The inspector determines how the public inquiry is to proceed and they will make this known at the opening of the public inquiry if there has not been a pre-inquiry meeting. Generally, the inspector will try to keep proceedings informal while ensuring all parties are able to have their say in an organised and orderly manner.

256. Usually, the acquiring authority will present its case first. This is done by way of an opening statement by its advocate, followed by the calling of witnesses to give evidence. If written evidence has been exchanged prior to the public inquiry it may not be necessary for each witness to recite their evidence. It is also common at larger public inquiries for the inspector to take issues by topic or by theme.
257. The advocate may ask questions of their own witness to clarify points. This is an 'examination in chief'. Those witnesses may then be questioned by objectors ('cross-examination') and by the inspector. The same process is then followed for the case presented by any remaining objector. In this way the case for acquisition is tested, hence the need for thorough preparation.
258. Remaining objectors are entitled to cross-examine the acquiring authority's witnesses and any other witnesses. However, other objectors must obtain the inspector's consent to cross-examine witnesses. In practice, this is almost always given.
259. The inspector may require evidence be given on oath particularly if matters of fact are in dispute but this is not common.
260. Whilst an individual objector does not have to be represented by an advocate and may appear in person, the acquiring authority must be represented by counsel, a solicitor, or an officer.
261. Following cross-examination, it is usual for the advocate to 're-examine' the witness to clarify any points arising from the cross-examination.
262. The inspector will decide the order in which objectors appear.
263. All objectors may call evidence, although the inspector has discretion over its nature and extent. They may refuse to hear evidence they consider to be repetitive or irrelevant. They also have the same powers in respect of cross-examination and any other matter.
264. The inspector has a wide discretion over the admission of evidence. They may allow documents to be admitted during the course of the public inquiry but is likely to direct they should be made available to all parties.

265. The [2010 Rules](#) permit the acquiring authority to amend its Statement of Case including adding to the list of documents, providing that others entitled to appear at the public inquiry are given adequate opportunity to review any new matters and to respond or amend their evidence accordingly.
266. If it appears to the inspector further time is required for the parties to consider new evidence, they may adjourn the public inquiry.
267. The [2010 Rules](#) provide the acquiring authority shall have the opportunity of final reply and making a closing submission unless it agrees otherwise.
268. If an objector fails to attend the public inquiry, the inspector is not required to defer the proceedings.
269. Where an objector is unable or unwilling to attend, a written representation may be made either before or during the public inquiry. The inspector is required to disclose the content of written representations to the public inquiry.
270. An assessor may sit with the inspector if the Welsh Ministers so direct. Their role is to advise the inspector on technical or specialist matters.

Public inquiry: Site visits

271. Where a public inquiry is held, the inspector may make either an unaccompanied or accompanied site visit before or during the public inquiry. For an accompanied site visit the inspector will visit the site accompanied by the acquiring authority and/or any remaining objector(s) who wish to attend. The inspector must make an accompanied visit if requested to do so by the acquiring authority or any of the remaining objectors. The date and time of an accompanied site visit will be announced by the inspector during the public inquiry. The acquiring authority and any remaining objectors will have the right to attend. The inspector will refuse to discuss the merits of the case on an accompanied site visit although there may be discussions as to whether the inspector should look at other developments elsewhere. For example, at other shopping centres which may have been mentioned during the course of the public inquiry.

272. The inspector will make it clear an accompanied site visit is not an occasion to re-open the debate upon the merits of the proposals. Rather, it is an opportunity to clarify any factual points which require verification on the ground and for the parties to be satisfied the inspector has seen the land and such features of the surrounding area as are considered relevant.
273. The acquiring authority is normally represented by one of the witnesses who gave evidence on its behalf and a potential developer may wish to attend. If technical points have arisen during the public inquiry it may be other experts may also wish to go along so they can be satisfied the inspector has an opportunity of seeing, for example, the proposed location of an access about which highway experts had conflicting opinions.
274. Remaining objectors must be invited to attend the accompanied site visit, although they may prefer to choose a representative. Whilst normally every effort is made to choose a convenient time, there is no obligation on the inspector to defer the inspection if a proposed attendee does not come at the appointed time.
275. If the acquiring authority offers to arrange transport for the inspector and any assessors, the offer should be extended to remaining objectors. The inspector should not be left solely in the company of representatives of the acquiring authority (if remaining objectors' representatives are attending). The acquiring authority should arrange access to the land as required.
276. It is important the conduct of the accompanied site visit and the chosen arrangements do not create a situation where the inspector's impartiality may be called into question. If these circumstances arise, it is possible for a legal challenge to be made by an interested party. If successful, the result of such a challenge can be the quashing of the Welsh Ministers' or inspector's decision.

[Click to view Best Practice Note 40 in Section E](#)

#### The written representations procedure

277. An alternative to a public inquiry is the consideration of objections by an inspector through the written representations procedure. Instead of the acquiring authority and objectors (or their representatives) appearing in person before an inspector, the cases for and against the CPO are made in writing.

The statutory procedure for the consideration of written representations is set out in the [Compulsory Purchase of Land \(Written Representations Procedure\) \(National Assembly for Wales\) Regulations 2004](#).

278. Shortly after the closing date for objections, if the Welsh Ministers think the objections could be considered through the written representations procedure they will write to all remaining objectors to seek their consent to the procedure. The Welsh Ministers must obtain consent in writing from all remaining objectors using the form prescribed in the [Compulsory Purchase of Land \(Written Representations Procedure\) \(National Assembly for Wales\) Regulations 2004](#).
279. Where all remaining objectors give their consent, the Welsh Ministers will announce:
- the starting date for the procedure,
  - an address for communications,
  - a reference number and
  - which existing statements will be considered as part of the procedure.

If the Welsh Ministers consider the written representations procedure is not appropriate they will write to the acquiring authority and the remaining objectors indicating a public inquiry will be held. Likewise, where any remaining objector does not consent to the written representations procedure, the Welsh Ministers will write to all parties indicating the CPO will be considered via a public inquiry.

280. Where a CPO is to be considered via the written representations procedure, the acquiring authority has 5 working days from the starting date to submit any notices to owners it wishes to be taken into account. The acquiring authority may make further representations in support of the CPO in addition to any statements they made when they served notice of the CPO. The acquiring authority's further representations should be served on the Welsh Ministers no later than 14 working days after the start date for the written representations procedure. The remaining objectors have 15 working days from the day they receive the acquiring authority's representations (or notification that it is not making any), to submit their own representations (or state that their original objection will suffice).

The acquiring authority then has a further 10 working days to comment on the remaining objectors' representations. Third parties may be permitted to make representations as well, and these should be sent within 14 working days of the starting date.

281. The Welsh Ministers will:
- (a) provide each remaining objector with a copy of any representations made by the acquiring authority; and
  - (b) provide the acquiring authority with a copy of any representations made by a remaining objector.
282. The Welsh Ministers can disregard any representations received outside the deadlines set.
283. The Welsh Ministers may appoint an inspector to consider the written representations, undertake an unaccompanied or accompanied site visit, and produce a report on the CPO with a recommendation. The Welsh Ministers will consider the inspector's report and then decide, on the basis of the representations, whether or not to confirm the CPO. In delegated cases, the inspector considers the written representations and makes the decision.
284. [Section 13B of the 1981 Act](#) allows costs orders to be made by the Welsh Ministers when the written representations procedure was followed.

*Information which may be included in an acquiring authority's representations*

285. Before compiling their representations, the acquiring authority should review the documents and arguments identified in its Statement of Reasons if one accompanies the CPO. The acquiring authority's representations may:
- contain the full particulars of the case including the reasons for making the CPO;
  - respond to objections raised to the CPO;
  - include the relevant facts and planning/legal arguments to be relied upon and where case law is cited, the full legal citation;
  - contain any policies or other documents considered to support the making of the CPO;
  - focus on areas of difference;
  - be submitted as text with relevant imagery only;
  - include:
    - (i). copies of any documents (including for example data, analysis or copies of legal cases), maps, plans and any relevant extracts to which reference is made (or relevant extracts);
    - (ii). any views in support of the CPO expressed in writing by a government department;

- set out a summary of the overall conclusions;
- indicate whether any negotiations are ongoing with objectors to resolve areas of dispute and/or whether any such discussions are anticipated;
- describe any other material considerations;
- provide an explanation as to how the acquiring authority has discharged any statutory duties under the [Equality Act 2010](#) and the [Well-Being of Future Generations \(Wales\) Act 2015](#).

286. The acquiring authority's representations should not include:

- inflammatory, racist or otherwise abusive language;
- any personal or otherwise sensitive information;
- links to websites (unless the link is to a public sector website), as websites can change over time.

*Information which may be included in a remaining objector's representations*

287. Representations made by a remaining objector may:

- respond to the acquiring authority's representations, clarify their grounds of objections including policies or other documents which they consider the CPO is in conflict with;
- include the relevant facts and planning/legal arguments to be relied upon, and where case law is cited, the full legal citation;
- focus on areas of difference;
- be submitted as text with relevant imagery only;
- include copies of the documents to which reference is made (or relevant extracts);
- set out a summary of the objector's overall conclusions;
- describe any other material considerations.

288. A remaining objector's representations should not:

- normally introduce additional policies or raise new issues beyond those contained in the objection submitted during the objection period;
- inflammatory, racist or otherwise abusive language;
- contain links to websites (unless the link is to a public sector website), as websites can change over time.
- include any personal or otherwise sensitive information.

The inspector's report

289. Where objections have been made to a CPO and the Welsh Ministers are making the decision, the inspector will produce a report for the Welsh Ministers to consider. If a technical assessor has been appointed with the inspector, they will produce a report on the relevant matters and the inspector will append the report and indicate whether or not it is agreed.

The Inspector's Report must contain:

- (a) the findings of fact;
- (b) details of the remaining objectors and objections made; and
- (c) the inspector's recommendations.

290. In delegated cases, i.e. where the decision has been delegated to an inspector to make, the Inspector's Report will contain the inspector's decision. The criteria for whether or not a confirmation decision will be delegated to an inspector to make is contained in [paragraphs 90 – 91 in Part 1 in Circular 003/2019](#).

#### The Welsh Ministers' decision

291. After considering the Inspector's Report, the Welsh Ministers will reach a decision on the CPO. This decision will be to either:

- (a) confirm the CPO as made (to authorise the compulsory purchase of the land);
- (b) confirm the CPO with modifications (typically used to remove plots from a CPO which have been acquired voluntarily by the acquiring authority);
- (c) confirm the CPO in so far as it relates to part of the land comprised in the CPO if there is some reason why they are unable to determine at the same time whether the CPO should be confirmed in relation to the remainder; or
- (d) reject the CPO.

292. The Welsh Ministers are entitled to reach a decision contrary to the recommendations of the inspector. In doing so, they are entitled to take into account any relevant public policy and to have regard to any information held within their department.

293. If the Welsh Ministers disagree with any finding of fact or take into consideration any new information, they must (if they propose to make a decision which is at variance with an inspector's recommendation) notify the acquiring authority and any remaining objector. They must give the parties the opportunity to make either written representations within 21 days or to ask for the public inquiry be re-opened (where the public inquiries procedure was followed).

294. In deciding whether or not to confirm a CPO, the Welsh Ministers will consider the justification for the CPO i.e. the compelling case in the public interest, against the private legal rights of the owners/occupiers, including those directly affected by the proposal, and, where applicable, any of their other statutory duties. For example,
- (a) Compelling case in the public interest: This may be economic as it may create jobs, encourage investment or promote sustainable economic growth. In other cases, it may be environmental or social, such as providing a public service, improving the amenity of an area, providing infrastructure to facilitate redevelopment or regeneration or bringing a derelict property back into use.
  - (b) Private legal rights of the owner: I.e. Article 1 of The First Protocol to the European Convention on Human Rights (“ECHR”) provides for the right to the peaceful enjoyment of a person’s possessions and protection of property and, in the case of a dwelling, Article 8 of the ECHR provides the right to respect to a person’s home.
  - (c) Welsh Ministers statutory duties: This may include, but is not limited to, Welsh Ministers functions to protect listed buildings, and the management of land with a special designation e.g. a Site of Special Scientific Interest
295. Once a decision has been reached, the Welsh Ministers will issue a letter detailing the reasons for their decision and including either a full copy of the Inspector's Report or the conclusions and recommendations from it. This must be sent to:
- (a) the acquiring authority;
  - (b) each remaining objector;
  - (c) any person entitled to appear at the public inquiry who actually did appear; and
  - (d) any other person who, having appeared at the public inquiry, has asked to be notified of the decision.
296. A full copy of the Inspector's Report may be requested by any recipient within four weeks of the decision letter.

### *Modification of CPOs*

297. The Welsh Ministers may in certain circumstances confirm a CPO with modifications. However, the power of modification is used sparingly and will not be used to re-write CPOs extensively. There is no need to modify a CPO solely to show a change of ownership where the acquiring authority has identified a relevant interest or interests after submitting the CPO.
298. Some minor mistakes or changes to circumstances can be corrected through the use of modifications but not significant matters. An example of a possible modification would be to remove land included in the CPO which is no longer required due to it being acquired by agreement. There is no scope for the Welsh Ministers to add to, or substitute, the statutory purpose(s) for which a CPO was made or to add additional land to a CPO. Further guidance on modifications to CPOs is provided in [paragraph 120 in Part 1 of Circular 003/2019](#).

### *Unconfirmed CPOs*

299. Unconfirmed CPOs will result in the compulsory purchase of the land not being authorised. The Welsh Ministers will explain their decision to all affected parties. Acquiring authorities should consider the reasons for non-confirmation and decide whether or not they wish to pursue a new CPO or seek the use of ADR techniques to acquire the land.

### *Timescales*

300. Whilst there are no statutory timescales for the determination of a CPO, the Welsh Ministers aim to issue their decision, where a public inquiry has been held, within an indicative timescale of 12 weeks from the date of receipt of the inspector's report. Timescales will vary however according to the degree of complexity of the CPO and where a public inquiry sits for more than 6 days the inspector's report is likely to take longer to compile. In these circumstances a bespoke target for the production of the inspector's report will be agreed between the Planning Inspectorate Wales and the Welsh Ministers.
301. Indicative timescales for the consideration of a CPO by the public inquiries procedure are set out in the table below.

Indicative timescales for the determination of a CPO by the Welsh Ministers where a public inquiry is held

| <b>CPO Activity</b>   | <b>Responsible Authority</b>   | <b>Indicative Timescale</b>  |
|---|--------------------------------|--|
| Receipt of objections                                       | Planning Inspectorate<br>Wales | 21 days minimum  |
| Notice of holding of public inquiry ('the relevant date')   | Planning Inspectorate<br>Wales | 5 weeks after whichever is the later of: (1) the objection period ends; and (2) submission of the CPO to the Welsh Ministers |
| Holding of public inquiry                                   | Planning Inspectorate<br>Wales | 22 weeks from the relevant date  |
| Inspector's Report provided to the Welsh Ministers          | Planning Inspectorate<br>Wales | 7 weeks from close of public inquiry   |
| Consideration of Inspector's Report and issuing of decision | The Welsh Ministers            | 12 weeks from receipt of Inspector's Report  |

Costs

302. The policy and detailed guidance on the award of costs for CPOs is set out by the [Welsh Government's Development Management Manual Section 12 Annex: Award of Costs](#).

Legal challenge

303. The [1981 Act](#) provides the validity of a CPO may be challenged in the High Court within 6 weeks of the publication of notice of confirmation.

304. The [1981 Act](#) uses the term "person aggrieved" to identify a person who may challenge the validity of a confirmed CPO. Ultimately, it is for the courts to decide who is entitled to make a challenge but their interests must have been substantially prejudiced.

However, it is clear a person aggrieved could include not only all parties who were entitled to receive a notice of making of the CPO but also the acquiring authority in respect of modifications made by the Welsh Ministers or inspector where they have confirmed the CPO.

305. Any challenge to the decision to confirm a CPO is made on the grounds of the lawfulness rather than the merits of the decision. In general terms, a challenge can be on one or all of the following three grounds:
- (a) the powers granted go beyond the powers permitted by the Act of Parliament under which they are being sought (*ultra vires*);
  - (b) the procedural rules have not been followed correctly; or
  - (c) the Welsh Ministers or the inspector have not acted properly in reaching a decision for example, there was no evidence to support the decision, or irrelevant considerations were taken into account or relevant ones ignored.
306. Detailed guidance on legal challenges and extending the time period for implementing a CPO is provided in [paragraphs 132 – 136 in Part 1 of Circular 003/2019](#).

#### Abandonment of the CPO scheme

307. In cases where the acquiring authority abandons a scheme relating to a confirmed CPO it should inform all affected parties who were served a notice of the making of the CPO of its decision as soon as possible. It should also consider claims for compensation and/or abortive costs and expenses on their merits, on a case by case basis. The Welsh Ministers would encourage acquiring authorities to compensate affected parties for expenses they may have incurred in preparing to represent their legitimate interests whenever possible.

#### Delivery of the CPO scheme

308. The acquiring authority remains responsible for the implementation of the CPO and delivery of the underlying scheme, whether they are using a third party contractor or not.
309. Acquiring authorities should ensure contractors and other third parties acting on their behalf follow good practice when dealing with affected parties. Responsibilities should be clearly defined in contracts to ensure contractors carry out any agreed work and repair any damage they cause before the work is signed-off.

Acquiring authorities should also take steps to resolve any disputes which arise and have in place a clear complaints process for any contract work. A clear point of contact or liaison officer should be provided to affected parties who can, where necessary, raise issues with the contractor. Further guidance on engagement with affected parties is contained in [Part Three](#) of the Manual.

#### Exercising the compulsory purchase powers

310. If no challenge is made to the validity of the CPO within the six week period, the acquiring authority is now authorised to exercise the compulsory purchase powers and take title to and possession of the land. Before doing this, the acquiring authority should familiarise itself with the various ways in which the powers can be used. Following confirmation of the CPO, possession and entry of land will be secured either via a notice to treat and notice of enter or a GVD.
311. A notice to treat is governed by the [1965 Act](#), and a GVD by the [Compulsory Purchase \(Vesting Declarations\) Act 1981](#) and [Compulsory Purchase of Land \(Vesting Declarations\) \(Wales\) Regulations 2017](#). Acquiring authorities should keep affected parties informed of the likely date(s) they will take possession and enter on to the land.
- [Click to view Best Practice Note 41 in Section E](#)

#### Time limit for exercising the compulsory purchase powers

312. Following the publication of the confirmation notice, there is a period of three years during which the powers may be exercised<sup>13</sup>. This period is extended where a challenge is made against the CPO. Acquiring authorities should aim to minimise the period of uncertainty for affected parties. Generally, acquiring authorities should take title to and possession of land and pay any compensation due as quickly as possible.
313. In some cases, it may be in the best interests of affected parties for the acquiring authority to wait until it is ready to proceed with the next stage of its project. For example, if the acquiring authority intends to provide alternative accommodation for affected people it may be in everyone's interests for the acquiring authority not to take title until the alternative accommodation is ready or available.

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<sup>13</sup> [Section 4 of the Compulsory Purchase Powers Act 1965](#) and [section 5A of the Compulsory Purchase \(Vesting Declarations\) Act 1981](#)

314. Engaging quickly, clearly and effectively with affected parties will help the acquiring authority to identify and address people's concerns or any particular circumstances affecting businesses or landowners which will need to be taken into account in determining when the CPO is implemented. If the acquiring authority does not implement a CPO within three years from the date confirmation notice is published, the CPO lapses. In such circumstances the CPO will no longer be valid and the acquiring authority will not be empowered to take possession of the land. A new CPO would have to be made and submitted to the Welsh Ministers for confirmation if the acquiring authority wished to proceed with the scheme.

[Click to view Best Practice Note 42 in Section E](#)

## **Stage 5: Implementing a compulsory purchase order**

Contents of this section:

[Publication of the decision: Confirmation notice](#)

[Confirmation of the CPO and use of general vesting declaration \(GVD\)](#)

[Consequences of confirmation](#)

[Acquisition of separate interests](#)

[Methods of exercising the powers](#)

[Acquisition by agreement](#)

[Notice to treat](#)

[General vesting declaration \(GVD\)](#)

[Entry and possession](#)

[Procedures for Special Types of Land](#)

[Publication of the decision: Confirmation notice](#)

315. Within 6 weeks of the date of the CPO being confirmed, the acquiring authority must publish a confirmation notice in a prescribed form<sup>14</sup> in one or more local newspapers. A confirmation notice must:

- describe the land,
- state that the CPO has been confirmed,
- name a place where a copy of the CPO as confirmed and the map referred to in the CPO may be inspected at all reasonable hours, and
- state that a person aggrieved by the CPO may apply to the High Court to have it quashed.

Example of a confirmation notice is in provided in Appendix 12 in [Part Six](#) to this Manual.

316. The acquiring authority must also serve a copy of the confirmation notice and a copy of the confirmed CPO on:

- all the owners, lessees, tenants, occupiers of the land; and
- any other person who may have the right to claim compensation either because:
  - (a) they own rights in the land being acquired and these will be interfered with; or

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<sup>14</sup> [Form 10 – Compulsory Purchase of Land \(Prescribed Forms\) \(National Assembly for Wales\) Regulations 2004](#)

- (b) the value of their land will/may be reduced as a result of works carried out on the land being compulsorily acquired.

A copy of the confirmation notice and a copy of the confirmed CPO must also be affixed on or near the land the subject of the CPO.

[Click to view Best Practice Note 43 in Section E](#)

317. Acquiring authorities are requested to notify the Welsh Ministers of the date when the confirmation notice is first published. Further guidance on the issuing of confirmation notices is provided in [paragraphs 138 - 141 in Part 1 of Circular 003/2019](#).
318. The issuing of a confirmation notice should be registered as a Local Land Charge by the acquiring authority.
319. Any person who received a copy of the Inspector's Report may apply in writing to the Welsh Ministers seeking permission to inspect supporting documents, photographs or plans which were appended to the Inspector's Report. This request must be made within six weeks of the publication of the confirmation notice.

[Click to view Best Practice Note 44 in Section E](#)

#### Confirmation of the CPO and use of general vesting declaration (GVD)

320. Where the acquiring authority intends to use a general vesting declaration (GVD) to secure possession and entry of land, there is a requirement to include a prescribed statement concerning the procedure and entitlement to compensation in the confirmation notice.

[Click to view Best Practice Note 45 in Section E](#)

321. Guidance on the procedure for compulsory purchase using a GVD is provided in [paragraphs 426 - 456](#) and in [paragraphs 154 – 166 in Part 1 of Circular 003/2019](#).

#### Consequences of confirmation

322. The Welsh Ministers or inspector confirms the CPO in their decision letter. However, it is the date of the publication of the confirmation notice (i.e. the "operative date") by the acquiring authority which is relevant for two important timetables:

- first, there is a period of 6 weeks following the date of publication for legal challenge, and

- secondly, the confirmed CPO has a 3-year life from the date of publication.

323. Guidance on the means of exercising compulsory purchase powers within this period is dealt with in [‘Stage 5: Implementing a compulsory purchase order’ below](#).

#### Acquisition of separate interests

324. On the assumption all interests have been included in the confirmed CPO, acquiring authorities can choose to acquire the interests by different methods and at different times. For example, in the case of a tenanted property, the acquiring authority could compulsorily acquire the freehold interest first. Once this is acquired, the acquiring authority will be the landlord and may be able to acquire or determine tenancies at a later date whilst allowing businesses to continue in occupation. Conversely, there may be occasions where it is appropriate to acquire leasehold interests before the freehold, to allow particular tenants to relocate in advance of acquisitions. This may result from the service of purchase notices, blight notices or from the relocation policy of the acquiring authority. However, it should be noted early acquisition of leasehold interests without the freehold may lead to difficulties relating to compliance with lease covenants.

325. Powers exist in some enabling Acts which allow acquiring authorities to interfere with a contractual restriction (such as a clause in a lease) if an interest in land is acquired or appropriated for specified purposes.

[Click to view Best Practice Note 46 in Section E](#)

#### Methods of exercising the powers

326. Following the confirmation of a CPO there are a number of methods available to an acquiring authority to acquire the land. The method used and the time limits accorded to each depends on the interest to be acquired and is to some extent a matter of choice for the acquiring authority.

327. The methods for obtaining ownership and/or possession of land include:

- (a) by agreement;
- (b) following a notice to treat/notice of entry;
- (c) by a GVD;
- (d) landlord and tenants powers (including procedures for acquiring minor tenancies); and
- (e) in response to a purchase notice or blight notice.

An acquiring authority may use a combination of these methods to acquire different parcels of land within a single CPO. A brief overview of the principal methods is set out below.

*(a) Agreement*

328. The fact an acquiring authority has obtained a confirmed CPO does not prevent it from seeking to purchase by agreement. Acts conferring powers of compulsory purchase invariably also authorise the purchase of land by agreement. This is an alternative to compulsory purchase which acquiring authorities should have considered and attempted, where possible, before embarking on the compulsory purchase process.
329. The price paid for the land by the acquiring authority in these circumstances will normally be in accordance with the compensation principles i.e. it will be equivalent to the compensation which would have been payable had the land been compulsorily acquired. This means that in addition to the value of the land, the price may include an amount in respect of severance, injurious affection and disturbance as appropriate. Land may be acquired for a capital sum or in exchange for other land.
330. Once the CPO has been confirmed, the acquiring authority may continue negotiations to acquire the land by agreement without the need to implement its compulsory purchase powers. The acquiring authority will do so in the certainty that if negotiations prove unsuccessful it can secure ownership of the land by exercising its compulsory purchase powers by implementing the confirmed CPO.
331. A private company is usually permitted to acquire land by agreement for its purposes. Usually, it can pay any price it agrees, which could include the equivalent of compensation in addition to land value.

*(b) Notice to treat and notice of entry*

332. After a CPO has been confirmed one of the procedures for compulsorily acquiring land is by service of a notice to treat followed by a notice of entry. This is statutory procedure outlined in the [1965 Act](#).
333. A notice to treat is a notice given by an acquiring authority to signal it is willing to negotiate for possession of the land. It may be served on all persons interested in or having the power to sell and convey or release the land (owners, mortgagees and lessees).

The owner of any interest, which an acquiring authority wishes to gain possession of, must be served with a notice to treat followed by a notice of entry.

334. This procedure is useful where early possession is required and it is not immediately necessary to secure title, as this is dealt with at a later stage. Detailed guidance on this procedure is provided below in [paragraphs 374 – 425](#).

*(c) General vesting declaration (GVD)*

335. Service of a GVD is an alternative procedure by which an acquiring authority may compulsorily acquire land after confirmation of a CPO.

336. The GVD procedure is contained in the [Compulsory Purchase \(Vesting Declarations\) Act 1981](#).

337. The execution of a GVD has the effect of the acquiring authority vesting the land interest in itself and the interests in the land are converted into rights of compensation. It is an expedited procedure compared to the process of notice to treat followed by conveyance as acquiring authorities can secure title to land more quickly. For example, the service of a GVD is deemed to constitute the service of a notice to treat upon every person on whom such a notice would have been required to have been served.

338. The main benefits of the GVD are the acquiring authority will gain ownership of the land which may be important if a commercial development is involved. The procedure is also useful where ownership details are not clear or there are a number of different ownerships. A GVD cannot be used to acquire certain minor tenancies or long tenancies about to expire. Detailed guidance on this procedure is provided below in [paragraphs 426 – 456](#).  
[Click to view Best Practice Note 47 in Section E](#)

*(d) Landlord and tenant powers*

339. If the acquiring authority acquires the freehold or head lease of a property they may, as landlord, be able to determine the tenancy in certain circumstances.

340. The use of landlord and tenant powers is particularly appropriate on minor tenancies where the provisions of a notice to quit can be enacted prior to the acquiring authority requiring possession of the land.

However, the acquiring authority should be aware of any established protocols or codes of practice relating to the relationship of a landlord and tenant. An example of this is the informal agreement that exists in relation to agricultural tenancies.

341. Generally, for minor tenancies, where a notice to quit is served, the length of notice must (unless agreed otherwise) be the same as that of the initially agreed duration of the tenancy. In the case of a yearly tenancy, six months' notice to quit is required.
342. The conditions upon which a lease is determined depend on the terms of the tenancy agreement and any statutory protection such as the [Landlord and Tenant Act 1954](#) or the [Housing Act 1988](#).

*(e) Blight Notice*

343. The prospect of a CPO may cause uncertainty and reduce the value of an affected parties' property making it difficult for them to sell except at a price significantly below market value. In certain circumstances, it may be possible for the affected party to bring forward the date of acquisition by serving a 'blight notice' on the acquiring authority if their property has become 'blighted' as defined in planning law. For example, if an agricultural unit, including a farmhouse, is blighted an affected party may be able to serve a blight notice to compel an acquiring authority to acquire the land. In summary, the threatened or prospective compulsory purchase is brought forward thereby removing the uncertainty which might otherwise make the property unmarketable save at a significantly reduced price. It is not a voluntary exercise of the powers by the acquiring authority but the consequences are broadly the same. The principles of valuation and assessment of compensation are identical to those which apply had the land been compulsorily acquired.
344. There are limited circumstances in which a blight notice may be validly served as set out in [Schedule 13 to the 1990 Act](#) in relation to the prospect of a CPO. Broadly, they are restricted to agricultural, residential and small business premises where the claimant has a significant property interest.

345. Affected parties do not necessarily need to wait until a CPO has been confirmed before they can serve a blight notice – it can be served at an earlier stage in the process in some instances. Detailed guidance on the serving of blight notices is provided in [Section B of this Part of the Manual](#).

#### Acquisition by agreement

346. It is preferable for land to be purchased by agreement, and Planning Policy Wales and [Circular 003/2019](#) place a requirement on acquiring authorities to attempt to do so wherever possible. Acquiring authorities should take a realistic view, depending on the circumstances and on whether it is practicable to do so. For example, it may be clear early on in discussions with landowners they are not willing to sell their land voluntarily or agree to sell at an acceptable price. In assessing this, the acquiring authority should be mindful of the overall costs of compulsory purchase, including legal and professional fees and the costs of holding a public inquiry or against the costs of inaction by the acquiring authority. The date by which entry to the land is required to deliver the underlying scheme or purpose can also be important in determining the approach taken.
347. The assessment of financial compensation associated with a CPO can be complex and will usually take time to process. It is prudent, therefore, for acquiring authorities to initiate the formal CPO procedures in parallel with ongoing negotiations with landowners. This will often provide a clear signal of the acquiring authority's intentions and its commitment to the acquisition of the land. This in turn may encourage those whose land is affected to enter more readily into meaningful negotiations.
- [Click to view Best Practice Note 48 in Section E](#)

#### *Outline of powers to acquire by agreement*

348. An acquiring authority may purchase land by agreement whether or not it is subject to a confirmed CPO. However, the powers to acquire by agreement and the procedures differ once a CPO is confirmed.
349. The position of a local authority differs from that of a company or statutory undertaker. The differences are greatest in circumstances where land is not subject to a CPO. This is because the powers of a local authority to purchase land (either compulsorily or by agreement) are limited by statute.

In contrast, a company or statutory undertaker may only be limited by the restrictions on its activities set out in its memorandum and articles of association. These can be less restrictive.

[Click to view Best Practice Note 49 in Section E](#)

*Local authorities - land not subject to compulsory purchase*

350. Once a local authority has determined land is required for one of its statutory functions, it may acquire that land by agreement under the following powers:

- (a) a specific power contained in an enabling Act and / or
- (b) the general power provided under [section 120 of the Local Government Act 1972](#).

Specific enabling Act

351. Acquiring authorities purchasing land for a specific function will normally rely on the power contained within the relevant Act. The Act will generally give the acquiring authority power to acquire both by agreement and (subject to the authorisation of the Welsh Ministers or inspector) compulsory acquisition. It will establish the basis on which the land may be acquired and cover matters such as the basis of valuation and the subsequent use of the land.

[Click to view Best Practice Note 50 in Section E](#)

352. An example of such an enabling Act is the [1990 Act](#). The power to acquire by agreement is set out at [section 227 of the 1990 Act](#). This section in turn refers back to [section 226 of the Act](#) which sets out the purposes for which an authority may acquire land compulsorily (see guidance provided in [Section A in Part Two](#) of the Manual). In this example, an acquiring authority is authorised to acquire land by agreement for any of the defined planning purposes set out in the Act but with certain modifications. The main effect of the modifications is the acquiring authority may not pay any sums in addition to the value of the land to reflect compensation for severance, injurious affection or disturbance. The consequence of this is occupiers may be unwilling to sell in advance of the exercise of compulsory purchase powers. The acquiring authority would also be prevented from acquiring land for another purpose, for example, the provision of a highway - although a new highway may be properly provided as part of a development scheme.

353. A further difference with acquisition by agreement under [section 227 of the 1990 Act](#) is that in contrast to a compulsory purchase under that Act, it does not extinguish private rights of way over the land. This is because [section 236 of the 1990 Act](#) (Extinguishment of rights over land compulsorily acquired) does not apply to acquisition by agreement. However, the power to over-ride easements and other third rights may be available under [section 203 of the Housing and Planning Act 2016](#).
354. There are some powers of acquisition which can only be exercised by agreement and do not permit compulsory acquisition. For example, [section 246\(2\) of the Highways Act 1980](#).

#### Local Government Act 1972

355. Under [section 120 of the Local Government Act 1972](#) ("the 1972 Act") a 'principal council' may acquire land by agreement for the purposes of
- (i.) any statutory functions; or,
  - (ii.) the benefit, improvement or development of their area<sup>15</sup>.
- Land situated inside or outside the local authority's area may be required<sup>16</sup>.
356. A "principal council" means the council of a county but also includes a police authority (although not for (ii.) above).
357. A local authority may acquire land which is not immediately required so long as the purpose is one authorised by statute. The land may be acquired in advance of this specific purpose and may be used for the purpose of any of the council's functions<sup>17</sup>.
358. Where land is acquired by agreement under the [1972 Act](#), [Part I of the 1965 Act](#) applies with the exception of [section 31](#) of that Act. Thus, the authority is authorised to pay a price reflecting severance, injurious affection and disturbance. A purchase by agreement will also over-ride restrictive covenants affecting the land, unless they are imposed as part of the agreement. Compensation is payable to the party having the benefit of the rights that are affected.

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<sup>15</sup> [Section 120 of the Local Government Act 1972](#)

<sup>16</sup> [Section 120\(1\) of the Local Government Act 1972](#)

<sup>17</sup> [Section 120\(2\) of the Local Government Act 1972](#)

359. The [1972 Act](#) is likely to be used where the acquiring authority wishes to purchase land for several purposes or for use of its general statutory functions. An example might be the purchase of land for the construction of council offices.

*Public authorities - land subject to compulsory purchase*

360. The decision to use compulsory purchase powers does not exclude a purchase by agreement. An acquiring authority may agree to purchase land whilst having a confirmed CPO in the background. [Section 3 of the 1965 Act](#) entitles an acquiring authority to purchase by agreement land subject to a confirmed CPO if the parties have reached agreement as to the compensation.
361. An agreement and conveyances under [section 3 of the 1965 Act](#) are subject to the general law applicable to the sale and purchase of land rather than the rules governing compulsory acquisition so long as a notice to treat has not been served.
362. The price to be paid will be in accordance with compensation legislation and may reflect severance, injurious affection and disturbance. A local authority should not agree to pay more than the price that would be payable if the land were compulsorily acquired. Land may be acquired for a capital sum, or in exchange for other land.
363. Acquiring authorities cannot enter into an agreement not to exercise their statutory powers in relation to the land acquired or other land. However, they may enter into restrictive covenants where these are not incompatible with the purpose for which the land is being acquired.
364. An agreement made following the service of a notice to treat is deemed to be pursuant to that notice. The transaction will therefore be dealt with as if the land had been compulsorily acquired.

[Click to view Best Practice Note 51 in Section E](#)

*Companies and statutory undertakers - land not subject to a confirmed CPO*

365. The enabling Acts which confer compulsory purchase powers on statutory undertakers may not apply any restrictions to the ability of the undertaker to acquire by agreement.

However, statutory powers should be checked. For example, if a water undertaker acquires by agreement, the [1965 Act](#) applies (in part) whether the acquisition is pursuant to statutory powers or to the memorandum and articles of the company.

366. If there are no restrictions, a statutory undertaker may acquire land by agreement at any time and on any basis subject only to its memorandum and articles of association. In practice, most undertakers will be governed by their own internal procedural guidance.

[Click to view Best Practice Note 52 in Section E](#)

367. It should be noted a purchase by agreement in these circumstances is no different from an ordinary transaction. There may be no powers to over-ride third party rights or to obtain a better title than the vendor can provide. If this is required for your purposes, it may still be necessary to exercise compulsory purchase powers.

368. Whilst it may be tempting to offer a high price to avoid the need to pursue a compulsory purchase, acquiring authorities should be aware of the risks of doing so. If the offer is rejected, it may be difficult to negotiate a lower price at a later date following compulsory purchase. Also, evidence of the higher figures may be produced at the Upper Tribunal (Lands Chamber). If the offer is accepted, it may lead to unrealistic expectations in the future.

369. It is suggested any offer made should be in accordance with the [Land Compensation Act 1961](#) ('the 1961 Act') as this is the basis that would be applied by the Upper Tribunal (Lands Chamber) in the event of dispute.

*Companies and undertakers - land subject to a confirmed CPO*

370. The decision to use compulsory purchase powers does not exclude a purchase by agreement. In contrast to a local authority, a statutory undertaker may acquire land by agreement at any time and on any basis subject only to its statutory powers and articles of association. Notwithstanding this general ability, a statutory undertaker may rely on a specific power to agree to purchase land whilst having a confirmed CPO in the background. This power is conferred by [section 3 of the 1965 Act](#) which will apply when the acquisition has been authorised under the enabling Act.

371. A statutory undertaker may agree to purchase land subject to compulsory purchase so long as the following conditions are satisfied:

- (a) a CPO must have been confirmed; and
- (b) the parties have reached agreement as to the compensation to be paid.

An agreement and conveyances under [section 3 of the 1965 Act](#) is subject to the general law applicable to the sale and purchase of land rather than the rules governing compulsory acquisition so long as a notice to treat has not been served. The price to be paid will be in accordance with the [1961 Act](#) and may reflect severance, injurious affection and disturbance. Land may be acquired for a capital sum, or in exchange for other land (known as a consideration in money or money's worth).

372. It should be noted that in making an agreement a statutory undertaker cannot bind itself not to exercise specific statutory powers in relation to the land acquired or other land. However, it may enter into restrictive covenants where these are not incompatible with the purpose for which the land is being acquired.

373. An agreement made following the service of a notice to treat is deemed to be pursuant to that notice. The transaction will therefore be dealt with as if the land had been compulsorily acquired.

[Click to view Best Practice Note 51 in Section E](#)

### Notice to treat

#### *Purpose*

374. Once the CPO has become operative, the acquiring authority is able to take the next step towards compulsory acquiring the land. This is often achieved by serving a notice to treat. A notice to treat is a written notification served on landowners confirming the acquiring authority wishes to “treat” for the land. The literal meaning of “treat” is “negotiate”. The effects and consequences of serving a notice to treat are explained below.

#### *Parties entitled to receive notice to treat*

375. All those parties known to the acquiring authority (after diligent inquiry) to have an interest in (or power to sell) the land are entitled to be served with a notice to treat.

376. As well as the freehold owner this can include:
- (a) a lessee (other than those having no greater interest than for a year, or from year to year);
  - (b) a mortgagee in possession;
  - (c) an owner with a possessory title;
  - (d) an owner with an equitable interest in land by reason of contract to purchase or option to purchase; and
  - (e) a person in occupation under an agreement for a tenancy for life.
377. In the case of groups of companies, it remains a question of fact whether a company is the legal owner and therefore in a position to receive a notice to treat. Each limited company is a legal entity separate from its group of companies. If the land is registered, it should be possible to check the ownership from Office Copy Entries.
378. Those parties not entitled to a notice to treat include:
- (a) a lessee with no greater interest than for a year, or from year to year;
  - (b) a tenant at will;
  - (c) a licensee (unless the licence has an equity which the courts will protect);
  - (d) the beneficiaries of an easement;
  - (e) the beneficiaries of a restrictive covenant; and
  - (f) the beneficiaries of any other right which is not an interest in land – for example a right of light.
- In cases of (a) – (c), tenants can be served with a notice requiring possession of a minor tenancy under [section 20 of the 1965 Act](#) – see [paragraphs 423 – 425](#) on 'Minor Tenancies'. Compensation may be claimed under [section 10 of the 1965 Act](#) on cases (d) – (f). An example of a notice requiring possession of a minor tenancy under [section 20 of the 1965 Act](#) is provided in Appendix 18 in [Part Six](#) to this Manual.
379. A notice to treat must be served on the owner of each separate interest.
380. Where the land is subject to a strict settlement trust or a trust for sale, only the tenant for life or the trustees need be served, and not any other beneficiaries.
381. Even if a party is not entitled to a notice to treat, an acquiring authority may choose to serve one - see [paragraphs 423 – 425](#) on minor tenancies.

*Service of notice to treat*

382. The law establishes a number of requirements for the valid service of notice to treat. Failure to comply will render the notice invalid. The rules are set out in [section 6 of the 1981 Act](#) which applies to the service of notices under the [1965 Act](#).
383. A notice to treat must be served on an owner personally. It is not acceptable for a notice to be served on an agent, or an occupier of the land for onward transmission. However, if the person to be served has notified the acquiring authority in writing with an address for service, this is the appropriate one to use. If a notice to treat is to be served upon an incorporated company or body, it must be served on the secretary or clerk of the company or body at the registered or principal office. In other cases the proper address is the last known address of the person to be served.
384. Service on any person/body may be:
- (a) by registered or recorded delivery post;
  - (b) by personal service on a known individual; or
  - (c) by hand delivery to the appropriate address.
385. If in doubt, copies of the notice may be served at several addresses. For example, at both the registered office address and the principal business address. Records of the method of service should be retained.
- [Click to view Best Practice Note 54 in Section E](#)

*Unknown owners*

386. If following reasonable inquiry the acquiring authority is satisfied it is not practicable to establish the name or address of an owner, lessee or occupier of land on whom the notice to treat is to be served, the document may be served by:
- (a) addressing it to them by the description of 'owner', 'lessee', or 'occupier' of the land;
  - (b) describing the land to which it relates; and
  - (c) delivering it to some person on the land, or if there is no person on the land to whom it may be delivered, by leaving it, or a copy of it, on or near the land. In practice this is done by fixing it to the building or a post erected for the purpose.

*Effect of notice – minor tenancies*

387. If the acquiring authority acquires the reversionary interest of the landlord, the authority can choose to take possession of the tenant's interest by serving a notice to quit under the terms of the tenancy or allowing the lease to expire, rather than by service of notice. [Paragraphs 423 - 425](#) provide further guidance on persons having no greater interest in the land than as tenant for a year or from year to year (referred to as 'minor tenancies' for the purposes of this Manual).

*Contents of notice to treat*

388. There is no prescribed form to which a notice to treat must comply, however, the notice must:

- (a) specify the land to which the notice relates;
- (b) request particulars of the recipient's interests and rights in the land;
- (c) state the acquiring authority is willing to treat for the purchase of the land and to pay compensation; and
- (d) ask for the addressee's claim in respect of the land within a specific period (usually 21 days).

An example notice to treat is provided in Appendix 16 in [Part Six](#) to this Manual.

*Consequences of notice to treat*

389. There are a number of consequences which follow the service of a notice to treat which are outlined below.

(a) Requirement to claim

390. Every owner who receives a notice to treat is required to respond to the questions it raises and submit a notice of claim to the acquiring authority. The consequences of failing to do so are set out in [paragraphs 395 – 398](#). There is no specific format for the notice of claim other than that it must be in writing and:

- (i). state the exact nature of the interest in respect of which compensation is claimed (for example, if a leasehold interest, the date and length of the lease);
- (ii). give details of the compensation claimed (for example, an amount claimed for injurious affection of other lands or for disturbance must be set out separately from a claim for the value of the interest to be purchased); and

(iii) indicate how the amount claimed under each head is calculated<sup>18</sup>.

Acquiring authorities usually serve a claim form with the notice to treat. A template 'Particulars of claim form in response to notice to treat' is provided in Appendix 17 in [Part Six](#) to this Manual.

391. If a person claiming compensation claims to have an interest in the land which is greater than as a tenant for a year, the acquiring authority may require that person to produce evidence of their interest to the best of their abilities. An example of this evidence might be a lease or a copy of the title deeds. If, after demand in writing by the acquiring authority, evidence is not produced within 21 days, the claimant may be considered as a tenant holding only from year to year (referred to as a 'minor tenancy' for the purposes of this Manual). The consequence of this is the claimant is only entitled to compensation under the rules governing minor tenancies see [paragraphs 423 – 425](#) for further guidance on minor tenancies.
392. The acquiring authority will specify a time limit for submitting a notice of claim, which must be not less than 21 days from the serving of the notice to treat. In practice, a longer time period is often specified.
393. Claimants should be encouraged to complete as much of the claim as they can and return it within the specified time period. Claimants should be advised to contact their professional adviser as soon as they receive a notice to treat as they will be able to assist in completing the notice of claim. Claimants are entitled to revise their claims once they have been submitted.
394. Where a claim is submitted in time, the acquiring authority may withdraw the notice to treat within six weeks after receiving a claim but it may have to pay compensation for losses sustained.
- (b) Consequences of not submitting a notice of claim
395. If a claimant does not submit a claim within the specified time period, or serves an invalid notice of claim, the acquiring authority is entitled to:
- (a) refer the matter of compensation to the Upper Tribunal (Lands Chamber) where the procedure of referral is to send to the Registrar of the Upper Tribunal (Lands Chamber) a Notice of Reference under [Part 5 of the Tribunal Procedure \(Upper Tribunal\) \(Lands Chamber\) Rules 2010](#); or
- (b) withdraw the notice to treat and abandon the intention to purchase.

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<sup>18</sup> [Section 4 of the Land Compensation Act 1961](#)

396. The acquiring authority is not obliged to take either action and may choose to enter negotiations in the absence of a claim. Alternatively, if the acquiring authority takes no action then the entitlement to refer the claim to the Upper Tribunal (Lands Chamber) lapses after 6 years from the date of notice to treat.
397. If a case where no valid claim is made and this is referred to the Upper Tribunal (Lands Chamber), the Upper Tribunal (Lands Chamber) may require the claimant to bear their own costs and to pay the costs of the acquiring authority from the time the notice of claim should have been made.
398. In addition, if the notice to treat refers to only part of an affected parties' land and they are keen to try to force the acquiring authority to purchase the whole of their land holding (which is possible in certain circumstances), their rights may be prejudiced if they do not comply with the timetable.
- (c) Restriction on works
399. After service of notice to treat, a claimant may not be compensated in respect of any new interests created (or any old interests determined) after that date if this action was taken with a view to obtaining or increasing compensation. An example of a new interest would be the grant of a new lease.
400. Any building work, alterations or improvements made after the date, which the Upper Tribunal (Lands Chamber) considers not reasonably necessary and to have been undertaken with a view to increasing compensation, will be disregarded in the settlement of compensation. However, a claimant is entitled to continue to deal with their land in the normal way i.e. to sell or let it or undertake repairs or alterations, providing this is not done with a view to increasing the compensation payable.

*Possession – notice of entry*

401. Notice to treat is a formal notice of the intended acquisition of the land. Once a notice to treat has been served, the acquiring authority can take possession of the land following service of a notice of entry.
402. The notice of entry must specify a date when the acquiring authority proposes to enter and take possession of the land. The entry date must not be less than 3 months away.

This period may need to be extended where there is a new interest which has not been served with a notice to treat after service on the other interests<sup>19</sup>. The date the acquiring authority enters and takes possession of the land (following service of notice of entry) must be within 3 years from the date of the service of the notice to treat. An example of a notice of entry is provided in Appendix 15 in [Part Six](#) to this Manual.

403. Acquiring authorities are not obliged to enter the land on the date specified in the notice of entry. In such cases, claimants can serve a counter-notice requiring the acquiring authority to take possession of their land on a particular date. Claimants should be advised to seek advice from their professional adviser on this.
404. It is important to note once the acquiring authority has entered the land via the notice to treat/notice of entry route, it has still not actually acquired the title. The acquiring authority having entered the land may undertake activities in connection with the purpose for which it is being acquired but the title will not formally pass to the acquiring authority until it has been conveyed. This will occur once compensation has been settled, either by agreement or by the Upper Tribunal (Lands Chamber).
405. The date of entry is, in most cases, the date for valuing the land. Guidance on the procedure for obtaining possession is provided in [paragraphs 457 – 486](#).

*The legal interests may be fixed*

406. There are conflicting authorities as to whether interests as well as values are to be considered at the valuation date, or whether the interests are to be considered at the date of notice to treat but valued at the valuation date. The distinction is seldom important in practice but the first view seems more common.
407. The nature of the fixed interests may change between the date of notice to treat and valuation date. Thus, a lease may be shorter at the valuation date than it was when the interest was fixed. If a lease terminates before the date that possession is taken by the acquiring authority, and therefore no lease to acquire, consequently there can be no claim for compensation.

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<sup>19</sup> [Section 11A of the Compulsory Purchase Act 1965](#)

### *Counter notices*

408. The recipient of a notice to treat has the right to serve a counter notice<sup>20</sup>. A counter notice enables an occupier with an interest in the land to require the acquiring authority to take possession on a specified date. That date cannot be less than 28 days following service of the counter notice and cannot be more than the period specified in the notice of entry.
409. A counter notice will not be effective where the notice to treat is withdrawn (or ceases to have effect) or where the acquiring authority is prohibited from taking possession.
410. [Schedule 2A of the 1965 Act](#) provides recipients of a notice to treat with an ability to require the acquiring authority to purchase land not in the notice to treat. If such a counter notice is served it will be necessary to deal with the counter notice as it will otherwise invalidate the relevant notice to treat. This will be particularly important if the notice to treat has been served at the end of the 3 year period following the date the CPO became effective.

### *Validity*

411. A notice to treat may cease to have effect as a result of:
- (a) the end of the time limit of three years for the giving of notice to treat;
  - (b) successful legal challenge; or
  - (c) withdrawal.

### *Time for giving notice to treat*

412. The notice to treat must be served within three years of the publication in a newspaper of the confirmation notice for the CPO (if there is a legal challenge against the CPO this time period could be extended by up to one year). The notice to treat will state the acquiring authority is willing to negotiate for possession of the land.
413. A notice to treat ceases to have effect at the end of the period of three years beginning with the date on which it is served unless one of the specified circumstances listed below occurs:
- (a) the compensation has been agreed, awarded or paid or paid into court;
  - (b) a GVD has been executed in respect of land where a notice to treat has not been served or has been withdrawn;
  - (c) the acquiring authority has entered on and taken possession of the land specified in the notice;

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<sup>20</sup> See [section 11B of the Compulsory Purchase Act 1965](#)

- (d) the question of compensation has been referred to the Upper Tribunal (Lands Chamber); or,
- (e) the parties have agreed to an extension of the three-year period (in which case the notice to treat expires at the end of the period extended).

414. Where a notice to treat ceases to have effect because the time limit has expired, then:

- (a) the acquiring authority shall immediately give notice of the lapse of the notice to treat to the person on whom the notice was served and any other subsequent owner capable of extending the time period of the validity of the notice to treat (for example, if the lease was assigned);
- (b) the acquiring authority may be liable to pay compensation to the person entitled to the notice to treat for any loss or expenses caused by the giving of the notice and its subsequent expiration.

415. If the amount of compensation payable by the lapse of a notice to treat cannot be agreed, the amount is to be determined by the Upper Tribunal (Lands Chamber). Interest on compensation is payable from the date that the notice to treat ceases to have effect.

#### *Challenge*

416. Potential grounds for challenging a notice to treat include:

- (a) The acquiring authority has unreasonably delayed its acquisition.
- (b) The acquiring authority has shown an intention to abandon its rights under the notice to treat.
- (c) The acquiring authority is purporting to use the notice to treat for a purpose not authorised by the original CPO. In addition, either party may lose the right to enforce the notice to treat against the other by misconduct.
- (d) If a notice to treat is declared invalid, a new notice may only be served within three years of the publication of notice of the confirmation of the CPO. If this time limit has expired, another CPO will have to be made.

### *Withdrawal*

417. A notice to treat may be withdrawn in the following circumstances:
- (a) Within six weeks of service of a valid notice of claim by any party with an interest in the land, any notice to treat relating to that land may be withdrawn. This applies even if the acquiring authority has entered into possession of the land.
  - (b) Within six weeks of the final determination of a claim by the Upper Tribunal (Lands Chamber) where no valid notice of claim had been received, unless the acquiring authority has entered and taken possession.
  - (c) If no valid notice of claim is served and the matter has not been referred to the Upper Tribunal (Lands Chamber).
  - (d) If no statutory power exists, by consent. The owner can then lay down their terms for agreement.
  - (e) Where the claimant requires the acquiring authority to take the whole of their interest rather than part only.
418. During the period in which the acquiring authority is entitled to withdraw a notice to treat, the authority cannot be compelled to take the land to which the notice relates or to pay any compensation.
419. If a notice of treat is withdrawn, any advance payment of compensation paid under [section 52 of the Land Compensation Act 1973](#) is recoverable by the acquiring authority.
420. Where an acquiring authority withdraws a notice to treat for reasons (a) or (b) in paragraph 417 above, it is liable to pay compensation for any loss or expense incurred by the claimant as a result of the giving and withdrawal of the notice. The claimant may be deprived of compensation if a valid notice of claim was not delivered and the Upper Tribunal (Lands Chamber) is of the opinion that a proper claim should have been made.
421. Compensation for withdrawal may be agreed between the parties or failing agreement, the matter may be referred to the Upper Tribunal (Lands Chamber). The basis of compensation varies according to the circumstances, but will usually include the reasonable cost incurred in the preparation of the claim.
422. Interest on compensation will run from the date of withdrawal of the notice to treat. A payment on account may be made.

*Minor tenancies: tenancies from year to year or less*

423. A minor tenancy is defined in [section 2\(1\) of the Compulsory Purchase \(Vesting Declarations\) Act 1981](#) as an interest of no greater than a year or from year to year. The acquiring authority may seek to acquire such an interest under the notice to treat/notice of entry route or under landlord and tenant powers. An interest of this nature cannot be acquired by the GVD method.

424. However, acquiring authorities are not required to serve notice to treat on a minor tenancy. There are a number of options available to acquire such interests which are:

- (a) **Serve notice to treat and notice of entry:** Occasionally the notice to treat option will be appropriate. Acquiring authorities may serve notice to treat to announce their intention to take the land or to clarify particulars of interests, which may not be known to them. Service of notice to treat on a minor tenancy in these circumstances does not alter the basis of compensation. Service of notice to treat does not give a claimant a right to compensation, unless entry is taken before the lease expires. Acquiring authorities may serve a notice of entry on a minor tenancy provided notice to treat has been served in respect of some other interest in the land. For example, if notice to treat has been served on the freehold interest. The entry date specified in the notice must not be less than three months away.
- (b) **Purchase superior interest and use landlord and tenant powers:** The acquiring authority may terminate the lease under the terms of the tenancy by acquiring the freehold or any superior interest (such as a headlease) and serve notice to quit under the terms of the lease. Alternatively, prior to acquiring the superior interest, the acquiring authority may persuade the landlord to serve a notice to quit thereby acquiring with vacant possession. In this scenario there has been no compulsory acquisition of the leasehold interest and there is no entitlement to compensation under compensation legislation. It should be noted different rules apply if a special power of resuming possession (for example for their own occupation) is reserved to the landlord. Acquiring authorities cannot acquire the reversionary interest and then exercise the special power for the purpose of obtaining possession without payment of compensation.

- (c) Serve "notice of possession" under [section 20 of the 1965 Act](#): There may be occasions where acquiring authorities require early possession and cannot wait for contractual arrangements to reach a conclusion. In such circumstances it may be appropriate to serve a notice of possession on the tenant. The tenant is required to give up possession in response to a written notice from the acquiring authority which states possession is required and offers compensation. An example of a notice requiring possession of a minor tenancy under [section 20 of the 1965 Act](#) is provided in Appendix 18 in [Part Six](#) to this Manual.

The position will be governed by [section 20 of the 1965 Act](#). If the notice to treat procedure is being used in relation to the remaining interest, it can also be used on minor tenancies for convenience. If there is doubt about the nature of those tenancies (i.e. they might prove to be greater than envisaged) notice to treat should also be served. To obtain possession, notice of entry should also be served.

425. Minor tenancies are entitled to compensation for being disturbed in their occupation of the land i.e. for:

- the value of their unexpired term or interest in the land,
- any just allowance which ought to be made to them by an incoming tenant, and
- any loss or injury they may sustain by severance or injurious affection.

However, only losses relating to vacating the land to be acquired between the period of the date of entry and expiry of the term of their lease are recoverable and not relocation costs. Regard should be had to any right of renewal which the tenant may have.

#### General vesting declaration (GVD)

##### *Purpose and Effect*

426. As an alternative to service of a notice to treat followed by a notice of entry, acquiring authorities may choose to acquire an interest in land by making a GVD.

427. The purpose of the GVD is twofold:

- (a) to vest (i.e. transfer) the title to the property in the acquiring authority; and

- (b) to give the acquiring authority the right to enter and take possession of the land.

The process does not require the compliance of the landowner in transferring title.

- 428. It is permissible to use either the GVD procedure or notice to treat procedure for different interests in the same CPO. However, once one procedure has been implemented (the definition of implementation varies between the procedures) acquiring authorities cannot change to the other for that interest.
- 429. Acquiring authorities may make more than one GVD for a single CPO.
- 430. There are several steps in the GVD procedure which culminate in the vesting of the land.

[Click to view Best Practice Note 55 in Section E](#)

*Interests which may be acquired by general vesting declaration (GVD)*

- 431. The following interests cannot be acquired by the GVD procedure:

- (a) 'Minor tenancies'. Those granted for a term not greater than a year, or from year to year. This may include a controlled or regulated tenancy or a short business tenancy.
- (b) 'Long tenancy about to expire'. Tenancies which were granted for a period longer than a minor tenancy which on the vesting date have not more than a year (or the period specified in the GVD) left to run. In deciding the unexpired term, it is to be assumed that tenants will exercise any option to renew (but not to terminate) and conversely that landlords will exercise any option to terminate.

If acquiring authorities wish to give formal notice (rather than terminate the tenancy or allow it to expire) they must follow the notice to treat and notice of entry procedures.

*Contents and service*

- 432. There are two stages to the procedure for making and executing a GVD. These are:
  - (a) execution of a GVD; and
  - (b) notice of the execution of the GVD.

*Execution of general vesting declaration (GVD)*

433. The acquiring authority must execute the GVD within three years of the date the confirmation notice is served. The GVD must be executed in the prescribed form. This is Form 1 in the [Compulsory Purchase of Land \(Vesting Declarations\) \(Wales\) Regulations 2017](#) (“the 2017 Regulations”). An example of a GVD is provided in Appendix 13 in [Part Six](#) to this Manual.
434. The GVD must specify a date (‘vesting date’) when the land will vest in the acquiring authority. The vesting date must be at least 3 months after the date when service of notice of making the GVD is completed (see below). The vesting date is therefore 3 months and 1 day at the earliest. This can be problematic as the notices are not served until the GVD has been executed and service by recorded delivery may take some time. It is good practice to allow extra time for the service of notices and it may be preferable to undertake service by hand or by registered post in order to comply with the scheme’s timetable.
435. In practice, the notices of making the GVD are usually prepared concurrently with the GVD and served on the same day.
436. Acquiring authorities should produce, as conclusive evidence, a certificate stating the date the service of the notices of making the GVD was completed. Recipients should be informed the certificate has been given so they will know the land will vest on the date stated.
437. On the vesting date, the land vests in the acquiring authority i.e. title passes to the acquiring authority and this becomes the date for the assessment of compensation. At this time, the acquiring authority has the right to enter and take possession of the land.

*Notice of making of the general vesting declaration (GVD)*

438. Notice of the making of the GVD must be served as soon as possible after it is executed in a prescribed form i.e. [Form 2 in the 2017 Regulations](#). An example of a notice of the making of the GVD is provided in Appendix 14 in [Part Six](#) to this Manual.

439. The notice of the making of the GVD must:
- (a) state the effect of the declaration;
  - (b) specify the affected land; and
  - (c) state the date on which the declaration is to take effect (the 'vesting date'). This date will already have been included in the form of GVD.

It is helpful if a form for claiming compensation is appended to the notice. A model claim form is available on the Welsh Government's website:

<https://gov.wales/compulsory-purchase-wales-and-crichel-down-rules-wales-version-2020-circular-0032019>

The notice must be served on all occupiers of the land specified in the declaration (other than a minor tenant or the holder of a long tenancy about to expire).

#### *Right to enter and take possession*

440. At the end of the period specified in the notice of making of the GVD (the 'vesting date'), the process is complete and the land vests in the acquiring authority, together with the right to enter and take possession.
441. It should be noted there is no maximum time limit on the period which may be specified between making the GVD and the vesting date. However, this does not mean that the courts would consider any period reasonable.
- [Click to view Best Practice Note 57 in Section E](#)

#### *Deemed notice to treat*

442. On the date of execution of the vesting declaration, a notice to treat is deemed to have been served in respect of all of the interests in the land except those specifically excluded in the GVD and those to which a GVD does not apply. The compensation provisions of the [1961 Act](#) and [1965 Act](#) therefore apply, as if a notice to treat had then been served.
443. There are certain rules which apply to a deemed notice to treat as opposed to an actual notice to treat which should be noted:
- (a) a deemed notice to treat will not apply to a minor tenancy or a long tenancy about to expire (see [paragraphs 453 – 456](#));
  - (b) there is no power to withdraw a deemed notice to treat;
  - (c) a deemed notice to treat will not have any effect if an actual notice to treat has been served previously.

### *Entry*

444. At the vesting date, the acquiring authority has the right to enter and take possession of all interests included within the GVD with no requirement to give further notice. This will not apply to minor tenancies and long tenancies about to expire which could not be included in the GVD. These interests must be acquired by other means (see [paragraphs 453 - 456](#)).

[Click to view Best Practice Note 58 in Section E](#)

### *Title*

445. At the vesting date the land vests in the acquiring authority as if a deed poll had been executed. The title transfers to the acquiring authority with no need for a normal conveyance.

### *Compensation*

446. In effect the rights of owners are converted into rights of compensation. Accordingly, the acquiring authority is liable to pay compensation and interest.
447. Compensation for both the land and any disturbance is assessed at the date of vesting, regardless of when possession is actually taken. Interest will run from the vesting date.
448. If the acquiring authority overpays compensation (due to, for example, an encumbrance affecting title not being disclosed, or the wrong person is paid) the amount can be recovered as a simple debt.

### *Timetable*

449. There is a time limit of six years from such time as the claimant (or a person under whom they derives title) first knew (or could reasonably be expected to know) of the vesting, for referring disputed compensation claims to the Upper Tribunal (Lands Chamber). However, the time limit may be waived as a result of the conduct of the parties.

### *Material Detriment*

450. There is a procedure by which an owner may object to the taking of part only of their property by a GVD.
451. An aggrieved owner must serve a notice of objection to severance within twenty-eight days of the notification of the execution of the GVD.

452. The procedure for dealing with this is covered in [Section B of this Part of the Manual](#). The effect of such a notice is to suspend vesting and entry in respect of the interest, until the provisions of [Schedule 1 to the Compulsory Purchase \(Vesting Declarations\) Act 1981](#) have been complied with.

#### *Excluded tenancies*

453. The GVD procedure excludes 'minor tenancies' (i.e. tenancies for a year or from year to year, or any lesser interest – occasionally referred to as short tenancies) and 'long tenancies about to expire'. Where the GVD procedure is being used, the acquiring authority may seek to acquire a minor tenancy under the notice to treat/notice of entry route or under landlord and tenant powers. This type of interest cannot be acquired by the GVD method.
454. In these cases, the acquiring authority has two options to gain possession:
- (a) terminate the tenancies by exercise of Landlord and Tenant powers having acquired the superior interest under the GVD; or
  - (b) by service of notice to treat followed by a notice of entry (of at least 3 months).
455. The acquiring authority's rights are subject to the tenancies until one of these routes is pursued.
456. Due to the specific provision outlined in paragraph 454(b) above, there is no power to follow the procedure set out in [section 20 of the 1965 Act](#) to extinguish such tenancies.

#### Entry and taking possession

457. This section describes the procedures for taking possession of properties in various circumstances. The procedure varies depending on whether acquisition is following the notice to treat or the GVD route. Whichever procedure for taking title to and possession of the land is used, acquiring authorities should consider the steps affected parties will need to take to vacate their properties. Where possible, acquiring authorities should adopt a timetable which takes into account the needs of owners, tenants and occupiers to move out, relocate and/or cease their business operations. When this is not possible, acquiring authorities should give parties as much notice as possible of proposed stages in the process.
458. When acquiring agricultural land or business premises, acquiring authorities should be aware owners or tenants may need to know the entry date earlier than others because of crop cycles and/or the need to find alternative premises.

Likewise, if short notice periods are given this can often result in higher compensation claims.

459. The procedures outlined below relating to entry are those found in the Acts which generally apply to powers governed by the [1981 Act](#). In some cases, the enabling compulsory purchase legislation contains the power to enter onto the land.

*Entry following notice to treat*

460. On or after the date of service of a notice to treat the acquiring authority may, under [section 11 of the Compulsory Purchase Act 1965](#), serve a “notice of entry”, the purpose of which is to state the authority’s intention to enter on and take possession of the land pursuant to the notice to treat.
461. Entry must occur within 3 years of the date of the notice to treat. If it does not, the notice to treat ceases to have effect.  
[Click to view Best Practice Note 59 in Section E](#)
462. This notice of entry must:
- (a) identify the land;
  - (b) state the intention to enter on and take possession of the land; and
  - (c) specify the period (which must be not less than 3 months) after which possession may be taken.
463. Whilst there is no statutory form for a notice of entry, an example of a notice of entry is provided in Appendix 15 in [Part Six](#) to this Manual.
464. As is the case with a notice to treat, a notice of entry must be served on the owner, lessee and occupier of each interest (but not a minor tenancies tenant - see [paragraphs 475 - 476](#)) of which the acquiring authority requires to take possession. It must be served on every party with an interest in the land, including mortgagees in possession.
465. If the land is ecclesiastical property, an additional notice of entry must be served on the Church Commissioners. Ecclesiastical property is defined in the [1981 Act](#).

466. Acquiring authorities are not deemed to take possession at the expiry of the notice of entry. This is the date at which it may take possession and to take possession the acquiring authority must physically enter the land.

[Click to view Best Practice Note 60 in Section E](#)

467. Where one notice of entry is served and the acquiring authority takes physical possession in stages over a period of time, the authority is deemed to have taken legal possession of the whole of the land covered by that notice on the first entry date. The process of taking possession are set out below.

468. For the purposes of the [Limitation Act 1980](#), time runs from the date of entry. Therefore, a reference to the Upper Tribunal (Lands Chamber) must be made within 6 years from then.

*Entry following general vesting declaration (GVD)*

469. The power to enter following a GVD is contained in the [section 8 of the Compulsory Purchase \(Vesting Declarations\) Act 1981](#). This specifies that the right of acquiring authorities to enter upon and take possession of the land arises on the date specified in the GVD (known as the "vesting date").

470. There is no need to serve any additional notification on owners/occupiers before taking possession.

471. The following tenancies are excluded from this process:

- (a) "minor tenancies"; and
- (b) a "long tenancy about to expire".

Both terms are defined in the [section 2\(1\) of the Compulsory Purchase \(Vesting Declarations\) Act 1981](#).

472. These interests may be acquired by either the acquisition of the superior interest, followed by a notice to quit under the terms of the lease, or the service of notice to treat followed by notice of entry.

*Notice to quit*

473. Acquiring authorities may obtain possession by acquiring the superior or freehold interest or liaison with the owner of such an interest, such that they are in a position to terminate the tenancy by service of a notice to quit under the terms of the lease.

474. Once the tenancy is terminated, acquiring authorities are entitled to enter and obtain possession of the land.

*Minor tenancies - persons having no greater interest than as tenant for a year, or from year to year*

475. Acquiring authorities need not serve notice to treat on minor tenancies i.e. persons having no greater interest than as tenant for a year, or from year to year - although it may prefer to do so. Such tenants may be required to give up possession before the term has expired, by service of notice under [section 20 of the 1965 Act](#) to give up possession. An example of a notice requiring possession of a minor tenancy under [section 20 of 1965 Act](#) is provided in Appendix 18 in [Part Six](#) to this Manual.
476. The tenant will be entitled to compensation if required to give up possession before the term has expired. It is suggested that at least 14 days' notice be given.

*Powers of entry*

477. Having taken the above steps, acquiring authorities are now entitled to enter and take possession of the land. The method of entering and obtaining possession of the land depends on whether the owner or occupier refuses to give up possession. Where the land is unoccupied or the occupier agrees to give up possession, acquiring authorities may enter and take possession without the use of force. If the owner or occupier refuses to give up possession, or hinders the acquiring authority from entering or taking possession, the acquiring authority may under [section 13 of the 1965 Act](#) issue a warrant to the sheriff or an enforcement officer (appointed under [paragraph 3A of Schedule 7 to the Courts Act 2003](#)) to deliver possession of the land to the person named in the warrant.

[Click to view Best Practice Note 61 in Section E](#)

478. The costs accrued by reason of the issue and execution of the warrant is to be paid by the person refusing to give possession of the land<sup>21</sup>. The amount of those costs will be deducted and retained by the acquiring authority from any compensation which is payable although the Upper Tribunal (Lands Chamber) has no jurisdiction to determine the amount to be deducted<sup>22</sup>.

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<sup>21</sup> [Section 13\(3\) of the Compulsory Purchase Act 1965](#)

<sup>22</sup> See: [Prielipp and Kennerly v Secretary of State for the Environment, Transport and the Regions \[2002\] R.V.R. 169](#)

If no compensation is payable to the person refusing to give possession of the land, or if it is less than the amount of the costs, that amount or the amount by which the costs exceed the compensation, if not paid on demand, shall be recovered using the procedure in [Schedule 12 to the Tribunals, Courts and Enforcement Act 2007](#) and, on application to any justice of the peace for that purpose, they shall issue their warrant accordingly.

479. If goods and possessions remain on the land at the time of entry a detailed inventory should be prepared prior to their removal and storage. The former occupier should then be offered the opportunity of claiming the items or identifying the rightful owners. If items are disposed of without permission acquiring authorities may be held liable.
480. Where land is being acquired for a construction scheme it is often possible to hand it to the contractor immediately following possession. A benefit of this is the contractor can make arrangements to secure and make safe the land and buildings. If this cannot happen, appropriate management and security arrangements should be put in place, including necessary insurance.
- [Click to view Best Practice Note 62 in Section E](#)

*Absent or untraced owners*

481. There is a specific procedure for obtaining possession of land where owners cannot treat with acquiring authorities because they are absent or cannot be traced after diligent inquiry.
482. Acquiring authorities pay into court an amount of compensation determined by a surveyor member of the Upper Tribunal (Lands Chamber). This is placed to the credit of the parties interested in the land.
483. Acquiring authorities then execute a deed poll which vests the land and they are then entitled to immediate possession.
484. All valuation expenses are to be borne by acquiring authorities.
485. If any person is able to prove title, they are entitled to the compensation held by the court. The claimant may also refer the compensation amount to the Upper Tribunal (Lands Chamber). If the Upper Tribunal (Lands Chamber) decide the original compensation paid into court was not sufficient, the acquiring authority must pay the excess amount into court within 14 days of the decision.

486. Any money which has been paid into court and not been claimed, may be recovered by the acquiring authority after a period of 12 years.

*Consequences of entry*

487. There are a number of consequences following entry on land by acquiring authorities:

- the ability to withdraw the notice to treat without consent is reduced;
- interest on compensation becomes payable;
- the valuation date may become fixed; and
- potential liability for advance payment of compensation accrues.

*Withdrawal of notice to treat*

488. Where the claimant has not made a valid claim and compensation is decided by the Upper Tribunal (Lands Chamber), notice to treat can be withdrawn up to 6 weeks after final determination of the claim - unless possession has been taken. However, if a valid claim is made the notice can be withdrawn within 6 weeks of delivery of it even if possession has been taken.

*Interest becomes payable*

489. Where acquiring authorities have lawfully entered land following service of a notice to treat and notice of entry, they become liable to pay interest on any unpaid compensation. The interest is payable from the time of entry until the compensation is paid to the owner or into court.

490. The rate of interest is prescribed by means of regulations<sup>23</sup> made [section 32 of the 1961 Act](#) and is reviewed every quarter.

*Valuation date may become fixed*

491. The date of entry by acquiring authorities may be the date of valuation date for compensation purposes.

*The nature of entry*

492. There are sometimes disputes as to what amounts to entry. Usually keys are handed over and a receipt obtained or an act of 'ownership' by the promoters takes place, such as demolition or partial site clearance.

493. Irrespective of how possession is achieved, it is wise to ensure it can be shown to have occurred. In the case of a building or secured land, this may be done by taking over the keys or changing locks.

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<sup>23</sup> [Acquisition of Land \(Rate of Interest after Entry\) Regulations 1995](#)

In the case of unsecured land, it is sensible to delineate the boundary with fencing or simple markers such as stakes.

*Powers to enter for survey or valuation purposes*

494. In addition to powers to enter and take possession, acquiring authorities have the powers to enter temporarily in advance of acquisition.

495. There are two means by which acquiring authorities may enter and survey or value land which they propose to acquire compulsorily.

496. The first applies at any time whereas the second only applies once a CPO has been confirmed. The powers and procedures are set out below.

(a) Housing and Planning Act 2016 (“the 2016 Act”)

497. [Sections 172 – 179 of](#), and [Schedule 14 to, the 2016 Act](#) confers wide powers on acquiring authorities to survey land in connection with a proposal to acquire an interest in or a right over land by a CPO. The exercise of the section 172 power may relate to the land which is the subject of the CPO or to other land. A person who is authorised in writing by the acquiring authority may:

- (i). only enter and survey or value land at a reasonable time, and
- (ii). may not use force unless a justice of the peace has issued a warrant under [section 173\(1\) of the 2016 Act](#) authorising the person to do so if satisfied that:
  - another person has prevented or is likely to prevent the exercise of that power, and
  - it is reasonable to use force in the exercise of that power.

498. The person must, if required when exercising or seeking to exercise the section 172 power, produce:

- (a) evidence of the authorisation, and
- (b) a copy of any warrant issued under [section 173\(1\) of the 2016 Act](#).

499. If the land the subject of the survey or valuation is unoccupied, or the occupier is absent from the land when the person enters it, the land must be left as secure as when the person entered it.

500. Acquiring authorities must give every owner or occupier of land at least 14 days' notice before the first day on which the acquiring authority intends to enter the land in exercise of the section 172 power.

The notice must include:

- (a) a statement of the recipient's rights under [section 176 of the 2016 Act](#) i.e. compensation is available for damages caused by entry onto the land as a result of the exercise of the section 172 power, for example a gate accidentally left open by surveyor which lets cattle out, and
- (b) a copy of the warrant, if there is one.

Any disputes relating to compensation for damages caused by entry onto the land as a result of the exercise of the section 172 power are determined by the Upper Tribunal (Lands Chamber). Also, the provisions of [section 4 of the 1961 Act](#) apply to the determination of such disputes.

501. A person who obstructs the exercise of the section 172 power commits an offence and is liable on summary conviction to a fine not exceeding level 3 on the standard scale. A person also commits an offence if they disclose confidential information obtained in the exercise of the section 172 power, i.e. information which constitutes a trade secret or the disclosure of which would or would be likely to prejudice the commercial interests of any person, for purposes other than those for which the power was exercised. The person will be liable on summary conviction to a fine, or, on conviction on indictment, to imprisonment for a term not exceeding 2 years or to a fine, or both.
502. An acquiring authority may only exercise the section 172 power in relation to Crown land if it has the permission of the appropriate authority<sup>24</sup>.
  - (b) Compulsory Purchase Act 1965 ("the 1965 Act")
503. [Section 11\(3\) of the 1965 Act](#) states acquiring authorities may enter on the land which is subject to compulsory purchase for the purposes of:
  - surveying valuing and taking levels; or
  - probing or boring to ascertain the nature of the soil; and
  - setting out the line of the works.
504. In order to carry out the above, the following conditions must be satisfied:
  - the land must be subject to compulsory purchase; and
  - acquiring authorities must give not less than 3 nor more than 14 days' notice to the owners or occupiers of the land.
505. Acquiring authorities are liable to pay compensation for any damage incurred by the owners or occupiers of the land as a result of the entry on the land.

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<sup>24</sup> [Section 293 of the Town and Country Planning Act 1990](#): in the case of land belonging to Her Majesty in right of the Crown and forming part of the Crown Estate, means the Crown Estate Commissioners; and in relation to any other land belonging to Her Majesty in right of the Crown, means the government department having the management of that land.

Any question of disputed compensation is to be referred to the Upper Tribunal (Lands Chamber).

#### Procedures for Special kinds of Land

506. Where a CPO involves the following categories of land, the land may only be compulsorily acquired in certain circumstances following an additional procedure known as 'special Senedd procedure' which is outlined in Standing Order 28 of the Senedd Cymru:

- land acquired by a statutory undertaker for the purposes of their undertaking;
- local authority owned land or land acquired by any authority, body or undertaker, except a local authority, who are or are deemed to be statutory undertakers for the purposes of their undertaking, for example, electricity licence holders;
- land held by the National Trust inalienably
- land forming part of a common, open space, or fuel or field garden allotment.

The rules vary depending on the nature of the acquiring authority and the land to be acquired.

[Click to view Best Practice Note 63 in Section E](#)

507. In the case of common land or land belonging to statutory undertakers, special Senedd procedure applies unless the Welsh Ministers grant the acquiring authority a certificate confirming that it is excluded. In some other cases, special Senedd procedure and special Parliamentary procedure apply with no certification option i.e. a CPO involving National Trust land. Detailed guidance on the protection afforded to the categories of land and the certificate procedure is provided in [Section J in Part 2 of Circular 003/2019](#).

[Click to view Best Practice Note 64 in Section E](#)

#### *Consecrated ground*

508. If consecrated ground is included in a CPO it is usual to apply to the Diocesan Chancellor for a faculty to use the land for secular purposes. If granted, purchase can proceed by agreement.

509. To transfer human remains, this may be achieved by either:
- (a) obtaining a licence from the Home Secretary under [section 25 of the Burial Act 1857](#); or
  - (b) under the authority of a faculty from the consistory or commissary court of the diocese.
510. The above powers, however, cannot authorise the erection of a building and this may require the use of the following powers which provide a code permitting consecrated land and burial grounds to be used in accordance with planning permission:
- (a) [section 238 of the 1990 Act](#); and
  - (b) [Town and Country Planning \(Churches, Places of Religious Worship and Burial Grounds\) Regulations 1950](#).
511. [Section 238 of the 1990 Act](#) applies to land acquired by:
- (a) a local authority (including where appropriated for planning purposes);
  - (b) a statutory undertaker; and
  - (c) land acquired by the above bodies under any other enactment.

## **Stage 6: Compensation**

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#### Outline of the compensation system

512. This section provides an overview of the statutory framework for compensation. If particular issues arise when making an assessment of a claimant's entitlement to compensation, professional advice should be sought. Detailed guidance on the statutory compensation framework is provided in [paragraphs 170 – 230 in Part 1 of Circular 003/2019](#). Acquiring authorities may choose to have discretionary compensation schemes in addition to the statutory framework.
513. The rights of those affected by compulsory purchase to claim compensation - and the procedures for assessing the correct amount – are governed by a combination of legislation (including the [Land Compensation Act 1961](#) (“the 1961 Act”)) case law and established practice. These are sometime referred to collectively as the ‘compensation code’. However, there is no single document called the compensation code.
514. Early in the compulsory purchase process acquiring authorities should make claimants aware of their duties under the compensation code to mitigate their losses following the service of a confirmation notice and their responsibility to relocate themselves. This means claimants need to take reasonable steps to eliminate or reduce losses. For example, if a removals firm is required to assist with a move, claimants should obtain quotes from at least two reputable firms. Assuming they all offer the same service, instructing the cheapest would be a way of mitigating a loss. Best practice on matters relating to compensation is provided in Appendix 23 in [Part Six](#) to this Manual.

#### The six rules for determining compensation

515. [Section 5 of the 1961 Act](#) contains six rules for the determination of compensation claims together with other provisions relevant to compensation. However, it should be noted many of the issues which arise can be influenced by decided case law.

516. Of the six rules for the determination of compensation claims, five address the valuation of land and the sixth relates to disturbance and other matters:

- (i). **Rule 1** - No allowance should be made on account of the acquisition being compulsory. Previously, a claimant was eligible for market value plus 10% to allow for the fact their property was being acquired against their will and the distress caused by this. This rule now prevents this practice.
- (ii). **Rule 2** - The value of the land shall be taken to be the amount which a willing seller might achieve if the land was sold in the open market at the valuation date. This means the market value of the land which is to be acquired will therefore reflect the profitability of the land. As such, no separate claim for a loss payment may be submitted by a claimant on the basis of a loss of profit they may have experienced by developing the land.

Implicit in the open market value approach is the notion the claimant is a willing seller assumed to be willing to sell their land at the best price which they can reasonably get in the open market and the purchaser a willing buyer. The seller should not be regarded as disinclined to sell nor should the buyer be regarded as under any urgent necessity to buy.

The market value of land may reflect what it is worth in its existing use (existing use value). However, the market value of land may in some cases be affected by:

- its development potential taking account of:
  - (a) existing planning permission(s) for an alternative use or development; and
  - (b) the prospect of obtaining planning permission for an alternative use or development (known as 'hope value');
- its ability to unlock the development potential of an adjoining site by, for example, providing the only possible access to it (known as 'ransom value'); and
- (e)
- the extent to which, if combined with one or more other land interests, it would be worth more than the sum of their individual values (known as 'marriage value').

The valuation must ensure the effects of the scheme underlying the CPO are disregarded. The value of land under rule 2 is to be assessed in the light of the 'no-scheme principle'<sup>25</sup> i.e. compensation will only include a degree of hope, marriage or ransom value if it can be demonstrated these would have existed in the absence of the scheme underlying the CPO. In effect, only pre-existing value is paid as the scheme underlying the CPO is deemed to be cancelled on the valuation date. The location, nature and planning status of land will be important in determining what – if any – pre-existing value it has.

- (iv) **Rule 3** – It is necessary to ignore special suitability or adaptability of the land for any purpose which only an acquiring authority could realise. This means where land has a special suitability for a particular purpose, then the value of this must be disregarded if the purpose needs statutory powers, or the only market for the "special suitability" is created by the acquiring authority.
- (v) **Rule 4** – No increase in value is to be taken into account if it is contrary to law. This rule outlines when assessing any compensation value attributable to a use which could be seen by the courts as unlawful, illegal or detrimental to the health of the occupants or to the health of the public, it should be excluded. In practice, it generally relates to land used in contravention of planning law. For example, in the case of the acquisition of a hotel converted to use as offices where a planning application to convert the hotel to offices had previously been refused, only the value as a private hotel would be payable.
- (vi) **Rule 5** - Premises which are devoted to a purpose for which there is no general market or demand are compensated on the basis of equivalent reinstatement in respect of the purpose. This is further explained in [paragraphs 539 – 542](#) under the heading 'Equivalent Reinstatement'.

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<sup>25</sup> [Section 6A of the Land Compensation Act 1961](#)

- (vii) **Rule 6** - The provision of Rule 2 shall not affect the assessment of compensation for disturbance or any other matter not directly based on the value of land. Rule 6 refers to compensation for disturbance and other compensatable losses. This is further explained in [paragraphs 554 - 566](#) under the heading 'Disturbance Compensation'.

#### Persons entitled to compensation

517. Any person who is dispossessed as a consequence of the exercise of compulsory purchase powers has a right to claim compensation of some sort. However, this does not always translate into an entitlement. This will depend on the circumstances of the dispossession. In line with the wider principle of equivalence, where compensation is payable for the compulsory acquisition of an interest in land it will be based on the principle the owner should be paid neither less nor more than their loss, and any increase or decrease in value caused by the acquiring authority's proposed scheme (for example, regeneration scheme, new road, railway line etc) or the prospect of that scheme shall be ignored. This is known as the 'no scheme principle'. The basic premise is compensation should reflect what a claimant's land would be worth if the scheme underlying the CPO did not exist (i.e. the 'no-scheme world').

518. Compensation for costs and losses which may be claimed must be:
- reasonable i.e. not losses which a reasonable person would have avoided,
  - caused by the compulsory acquisition and
  - not too remote.

[Click to view Best Practice Note 65 in Section E](#)

#### Right to compensation

519. The right to compensation may arise as a result of:
- (a) All or part of a claimant's land, or a right over that land, being acquired compulsorily (or under the threat of compulsory purchase). Depending upon the particular circumstances in each case, compensation can be claimed under the following categories, which are referred to as 'heads of claim':
- value of the land taken;
  - disturbance payments;
  - loss payments; and
  - severance and injurious affection for retained land.

- (b) A claimant's land being adversely affected by the construction and/or use of works but where none of their land is acquired. Compensation can be claimed for a reduction in the value of the land caused by:
- the execution (i.e. the construction) of public works (known as 'injurious affection'); and
  - the subsequent use of public works (known as 'Part 1 claim').

#### The 'no scheme world'

520. When assessing compensation disregard must be had to any increases or decreases in the value which is a direct consequence of the scheme underlying the CPO. This is commonly referred to as the 'no scheme world' principle which is reflected to some extent in [section 6a – 6e of the 1961 Act](#). Detailed guidance on the assessment of the value of land in the 'no scheme world' is provided in [paragraphs 190 – 195 in Part 1 of Circular 003/2019](#).

#### Advance payment of compensation

521. At any time after a CPO has been confirmed, a claimant is able to make a claim for an advance payment of compensation on account of any compensation they are entitled to. When doing so, the claimant must provide sufficient information to allow the acquiring authority to properly estimate the compensation entitlement. The amount payable in advance is:

- 90% of the agreed sum for the compensation; or
- 90% of the acquiring authority's estimate of the compensation due, if the acquiring authority takes possession before compensation has been agreed.

[Click to view Best Practice Note 66 in Section E](#)

522. Whilst there is no specific format for a claim for an advance payment of compensation other than that it must be in writing, there is a model claim form on the Welsh Government's website:

<https://gov.wales/compulsory-purchase-wales-and-crichel-down-rules-wales-version-2020-circular-0032019>

[Click to view Best Practice Note 67 in Section E](#)

523. Detailed guidance on advance payments of compensation is provided in [paragraphs 207 – 221 in Part 1 of Circular 003/2019](#).

#### Mitigation works

524. Acquiring authorities have certain duties and discretionary powers to take action to help to reduce the impact of their acquisition schemes.

The exercise of these powers is referred to as 'mitigating the injurious effects' of the scheme. The main duty is a requirement to undertake noise insulation works where certain specified criteria are fulfilled. This duty only applies to dwellings or other buildings used for residential purposes. In the case of business owners and occupiers, it will only be relevant where the business involves the provision of residential accommodation, for example, nursing homes, or where business premises include elements of residential accommodation, for example, a flat above a shop.

#### Time limit to bring a claim

525. The period of limitation for making a compensation claim as result of a confirmed CPO is six years from the time when the cause of claim for compensation arose<sup>26</sup> i.e. the date when the CPO became operational<sup>27</sup>.

#### Interest

526. Where an acquiring authority enters and takes possession before agreeing compensation, a prescribed rate of interest<sup>28</sup> is payable from the date of entry until compensation is paid<sup>29</sup>. Where a claim is made for compensation which arises as a result of nearby public development, but no land is actually acquired, interest is payable on any sum due from the date a claim is submitted to the date of payment.

527. The method of calculating the rate of interest was introduced by the [Acquisition of Land \(Rate of Interest after Entry\) Regulations 1995](#). From that date, the rate is fixed at 0.5% below the median base rate quoted by the seven largest banks on the reference date (31 March, 30 June, 30 September and 31 December) immediately preceding the day on which entry is made onto the land. This is subject to a minimum of 0%.

528. Interest is payable from the date possession is taken of any land which is the subject of a notice of entry. Where a GVD has been used, interest is payable from the date of vesting<sup>30</sup>.

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<sup>26</sup> [Section 9 of the Limitation Act 1980](#)

<sup>27</sup> Date on which the confirmation notice is first published

<sup>28</sup> [Acquisition of Land \(Rate of Interest after Entry\) Regulations 1995](#)

<sup>29</sup> [Section 11 of the Compulsory Purchase Act 1965](#)

<sup>30</sup> [Section 10 of the Compulsory Purchase \(Vesting Declarations\) Act 1981](#)

### Compensation where land taken

529. Depending upon the particular circumstances in each CPO, compensation when some or all of a claimant's land is taken can be claimed under the following 'heads of claim':

- (a) value of the land taken;
- (b) disturbance payments or any other matter not directly based on the value of land;
- (c) loss payments (subject to qualification);
- (d) severance and injurious affection (where only part of a claimant's land is taken);
- (e) fees.

530. When constructing and submitting claims, acquiring authorities should encourage claimants to:

- (a) Set out heads of claim clearly using the Welsh Government's model claim form which can be accessed on the Welsh Government's website: <https://gov.wales/compulsory-purchase-wales-and-crichel-down-rules-wales-version-2020-circular-0032019>
- (b) Provide full supporting information to enable acquiring authorities to make an assessment, and where applicable, an advance payment of compensation, for example:
  - invoices,
  - supplementary valuations or calculations,
  - multiple quotations where appropriate, and
  - minutes of meetings to explain decisions.

### Value of land taken

#### *The valuation date*

531. To assess the likely compensation which would be paid following dispossession it is necessary to determine a valuation date. This is specified by [section 5A of the 1961 Act](#) and the relevant valuation date is taken to be the earlier of:

- (a) where the land is the subject of a notice to treat, the date when the acquiring authority enters on and takes possession of the land and the date when the assessment is made; or
- (b) where the land is the subject of a GVD, the vesting date and the date when the assessment is made.

532. Whilst the principles of valuation for compensation are the same as for general valuation it should be noted the Royal Institute of Chartered Surveyors (RICS) publishes specific professional advice for surveyors undertaking valuations for compulsory purchase. RICS Members are required to adhere to the RICS Professional Statement when undertaking their duties as chartered surveyors.

*Land with development potential and planning assumptions*

533. Legislation sets out a series of rules about what developments planning permission can be assumed for, and the extent to which these are to be taken into account, when assessing compensation. These are sometimes referred to as the 'planning assumptions'. In broad terms, compensation may take account of:

- (a) Planning permission which is in force on the valuation date (this includes not just planning permission granted by the LPA but also planning permission granted through permitted development rights).
- (b) Development which could reasonably have been expected to be granted planning permission in accordance with a local development plan or other policies (for example national planning policies) on the valuation date if the scheme underlying the CPO did not exist (appropriate alternative development).
- (c) The prospect of planning permission being granted for other development ("hope value").

534. Where there is a disagreement about what may have been granted planning permission in the absence of the CPO, a claimant or acquiring authority may seek a Certificate of Appropriate Alternative Development (CAAD) from the LPA<sup>31</sup>. This will confirm the classes of development the LPA considers would have been permitted on the date of the making of the CPO in the absence of the acquiring authority's scheme underlying the CPO. Although the procedures for applying for a CAAD are similar to submitting a planning application, there are some important differences. For example, if the applicant is aggrieved at the content of a CAAD they may appeal to the Upper Tribunal (Lands Chamber) in broadly the same way as a referral relating to a compensation dispute<sup>32</sup>.

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<sup>31</sup> Under [section 17 of the Land Compensation Act 1961](#)

<sup>32</sup> [Section 18 of the Land Compensation Act 1961](#)

535. It is important to note even where planning permission for alternative development has been granted (or can be assumed), compensation will be based on how the market would price the land with the benefit of that permission. The valuation will reflect the likely development costs, as well as uncertainties and risks, associated with implementing an alternative development in the absence of the acquiring authority's scheme underlying the CPO. For example, there may be doubts about whether infrastructure will be delivered if the acquiring authority's scheme does not proceed.
536. Appropriate alternative development is defined as development other than that for which planning permission is in force, that would, on the assumptions in [section 14\(5\) of the Land Compensation Act 1961](#) (see also [paragraph 2 in Section O in Part 3 of Circular 003/2019](#)) but otherwise in the circumstances known to the market at the relevant valuation date, reasonably have been expected to receive planning permission on that date or a later date. Appropriate alternative development may be on the relevant land alone or on the relevant land together with other land. Detailed guidance on CAADs is contained in [Section O in Part 3 of Circular 003/2019](#).

*Unlawful use of the land*

537. Any increase in the value of land which is attributable to a use of the land which is unlawful or detrimental to the health of the occupants of the land or to public health, may not be taken into account in the determination of compensation.
538. A use which is unlawful is one which could be subject to planning enforcement proceedings. Therefore, if a claimant's land is used for a purpose which requires, but does not have, a planning permission, no account can be taken of any increase in value attributable to that use. However, if that use could not be subject to enforcement proceedings, for example because the use had been undertaken for such a length of time that a lawful development certificate would be granted, any increase in value attributable to that use may be taken into account.

*Equivalent reinstatement*

539. In exceptional circumstances, such as specialised land for which there is no general market for the land being acquired, for example, a place of worship, it may not be possible to arrive at a market valuation.

In such cases, compensation may be assessed on the basis of how much it would cost to reinstate the facility elsewhere (known as 'equivalent reinstatement').

540. Equivalent reinstatement is unlikely to be applied to business premises as it relates to land for which there is no general market or demand. In most instances there will be a market or demand for business premises.
541. The rules apply to both a freeholder's and a leaseholder's interest although it is more difficult to justify if there is only a short lease. There are four general tests which must be satisfied to justify payment of the reasonable cost of reinstatement:
- The land must be devoted to a purpose which would continue if it was not to be acquired. This is a question of fact at the date of the notice to treat/GVD.
  - There must be no general demand or market for land for the purpose. Latent demand is not general demand. For example, in the case where a livestock auction market is acquired via a CPO latent demand for the land could be shown if the vendor did not intend to open up another livestock auction market in the vicinity.
  - There must be a 'bona fide' intention to reinstate - this is generally a question of fact which must be intended even though it does not have to be financially prudent.
  - If the cost of reinstatement would be disproportionate to the value of the whole enterprise then compensation for equivalent reinstatement may not be allowed – the Upper Tribunal (Lands Chamber) has a discretion as to whether to allow a claim on this basis.
542. It should be noted that for the purpose of [rule 5 under the 1961 Act](#), the date of valuation/ascertaining costs of reinstatement is "the date when in all the circumstances the claimant can reasonably begin replacement".

### *Mortgages*

543. It is common for dwellings to be subject to a mortgage. Both mortgagees (lenders) and mortgagors (borrowers) have an interest in land for which there is an entitlement to compensation.

544. Losses may occur as a result of having to transfer a mortgage. Provided the losses flow as a direct and reasonable consequence of compulsory purchase an affected person will be entitled to compensation.
545. There may be circumstances where a claimant has a mortgage which is fixed at a favourable rate and they have to take a new mortgage at a higher rate which will be more expensive. Where this occurs compensation is paid based on the difference between the net amount it would cost to repay the outstanding sum on the mortgage at the old rate and how much it would cost at the new rate.
546. If a claimant has to buy a more expensive dwelling than the one which was compulsorily acquired they may have to take out a larger mortgage which their income may not support. If the acquiring authority is a local housing authority they may be willing to grant a special mortgage under which the repayment of the capital sum is deferred until a later date to be agreed.

#### *Compensation to Lender*

547. When compensation is settled, the outstanding loan from the lender (usually a bank or a building society) is paid off and the mortgage is redeemed.
548. There may be circumstances where the outstanding loan on the mortgage exceeds the value of the property ('negative equity') following a valuation process in response to a CPO or blight notice. This may arise, for example, where arrears have built up or as a result of falling values.
549. In these circumstances, the value of the property being acquired is agreed between the acquiring authority, the lender and the borrower. If the value of the property is less than the outstanding debt on the mortgage there will be no compensation payable to the borrower.
550. The lender will receive payment of the principal sum outstanding including any arrears and interest due. As the lender will retain the right to recover the outstanding sum and any interest due from the borrower, it is good practice for acquiring authorities to adopt an appreciative and sympathetic approach when making contact.

### *Compensation to borrower*

551. The borrower will receive compensation for the value of the property being acquired less the sum outstanding on the mortgage which is paid to the lender.
552. Where the outstanding loan on the mortgage exceeds the value of the property ('negative equity') there is no compensation to the borrower in respect of the property interest. The acquiring authority will pay the value of the property to the lender. The borrower will still be liable to the lender for the amount of any outstanding sum plus interest due thereon. If a claimant finds themselves in a negative equity position, they should contact their lender to discuss the matter.
553. The borrower may still have an entitlement to other heads of compensation such as a home loss payment.

### Disturbance payments

554. In addition to being compensated for the value of the land taken, disturbance payments provide compensation for losses caused by a person being disturbed from possession of the land taken and other losses which are not based on the value of the land. Therefore, the use of the term "disturbance" has a specific context within the compensation code.
555. Losses will generally be recoverable if they are a natural and reasonable consequence of being disturbed and are not too remote. Additionally, to claim disturbance payments, claimants must act reasonably to reduce or eliminate their loss.
556. The burden of proof for losses claimed as disturbance is with the claimant i.e. the onus is on claimants to justify their claim. Therefore, it is of the utmost importance claimants keep a detailed record of losses sustained and costs incurred in connection with the acquisition of their land. Claimants should also keep all relevant documentary evidence such as receipts, invoices and fee quotes, and a record of the amount of time spent on matters relating to the compulsory purchase of their land.
557. For the most part the right to disturbance compensation is restricted to occupiers. For example, a statutory tenant would not qualify. In these cases a person who is dispossessed is entitled to a disturbance payment in accordance with the provisions of [sections 37 and 38 of the Land Compensation Act 1973](#).

There is, however, a limited right for investment owners to recover their costs of reinvestment in a replacement property investment in certain circumstances as set out in [paragraph 566\(iv\)](#).

558. The general principles for assessing compensation for disturbance are the same in all cases. In order for losses to be compensatable they must fulfil all the following criteria:
- there must be a causal connection between the acquisition and the loss in question;
  - the loss must not be too remote from the acquisition; and
  - losses must be reasonably caused by, or as a consequence of, the acquisition.
559. In all disturbance cases there is a duty on claimants to act reasonably to mitigate their loss. This means claimants must act reasonably at all times and take all rational and reasonable steps to avoid incurring additional losses where possible. If the acquiring authority is able to show losses were greater than they might have been, due to unreasonable behaviour on a claimant's behalf, the compensation will be adjusted to reflect this.
560. Disturbance compensation for a business may be based on either the cost of relocating the business or the cost of extinguishing (closing) the business. Usually, claimants will be expected to try and relocate their business. If this is not possible it may be necessary for the business to close, in which case compensation will be based on the cost of the 'total extinguishment' of the business. If a claimant is able to move to alternative premises and continue their business, the acquiring authority is normally required to pay compensation for the costs incurred and losses suffered where these are reasonable.
561. It is not possible to give definitive guidance on the circumstances when compensation for relocation would be considered unreasonable. The general test is whether a prudent business using its own money would incur the costs of relocating the business. Each case must be treated on its merits.
562. Occasionally a business will be willing and able to relocate but the acquiring authority will still seek to base compensation on extinguishment.

This can occur where the costs of relocating the business are greater than the value of the business. In these circumstances, it may be legitimate for the correct basis of compensation to be extinguishment as no prudent business owner would incur the costs of relocating the business if they far exceeded the end value of the business. Each case must be treated on its merits.

563. If a claimant has to sell or move out of their property they are entitled to the costs and expenses reasonably incurred in vacating that property. The claim can include the costs incurred in acquiring a replacement property (but not the cost of the property itself) and the costs of moving into the property.
564. Subject to the provisions on 'rehousing' (set out in [paragraphs 587 – 592](#)), there is no obligation on an acquiring authority to provide alternative premises. However, acquiring authorities may assist claimants to identify potential relocation properties available on the market. Claimants should be encouraged to contact the acquiring authority and local estate agents at an early stage to register property search requirements.
565. In certain circumstances, for example town centre redevelopment, the acquiring authority may be prepared to offer premises within the new scheme. However, this may entail a move to temporary accommodation whilst the development is being built followed by a further move into the new scheme once it is complete. This could lead to increased costs which the acquiring authority may not be prepared to compensate if it can demonstrate suitable properties were available outside the scheme and hence a double move was not necessary.
566. Examples of items which can be claimed depending on claimant's circumstances are set out below.
- (i) Relocation compensation: Claimants are entitled to claim the reasonable costs and expenditure which arise as a natural and reasonable consequence of having to relocate their business as a result of the acquisition of the land. Although not an exhaustive list, typical items of compensation for relocation include:
- removal expenses;
  - legal fees arising from the acquisition of a replacement property of equivalent value to the property which is being acquired;

- Land Transaction Tax (LTT) arising from the acquisition of a replacement property of equivalent value to the property which is being acquired;
- surveyor's and architect's fees arising from the acquisition of a replacement property of equivalent value to the property which is being acquired;
- special adaptations to the replacement property of equivalent value to the property which is being acquired;
- temporary loss of profits during the period of the move;
- long term loss of profit as a result of the loss of goodwill following the move;
- depreciation in the value of stock or losses on forced sale of stock;
- notification of new address to customers;
- new stocks of stationery due to change in address;
- altering soft furnishings and moveable fittings and fixtures to fit a new property;
- disconnection and reconnection of services telephone, electricity, etc;
- forwarding of post (for a reasonable period);
- incidental costs of acquiring replacement property; and
- if a tenant is displaced from rented accommodation as a result of a compulsory purchase the acquiring authority may agree to pay the reasonable expenses incurred (other than the price of the property) of buying a reasonably comparable dwelling, provided it is bought within a year of the displacement.

Every loss should be considered on its merits and may be recoverable if it is a natural and direct consequence of being disturbed.

(ii) Extinguishment: As a claimant has a duty to mitigate loss, extinguishment compensation will not be appropriate if it is reasonable for the claimant to relocate and it is economically viable for them to do so. However, in certain circumstances claimants may be statutorily entitled to choose compensation based on extinguishment. The criteria which must be satisfied are:

- the claimant is either the owner of the business and is aged at least 60, or jointly owns with a spouse where one party is over 60 on the date they give/s up possession;

- on that date the land is or forms part of a hereditament with a rateable value not exceeding a prescribed amount<sup>33</sup>; and
- the claimant has not disposed of the goodwill of the business and gives the acquiring authority an undertaking they will not do so at a later date and will not engage in the same, or substantially the same, business as that carried on by them on the land acquired at some later date within a specified area.

Typical items of compensation for extinguishment include:

- the value of the business goodwill;
- loss on forced sale of stock, vehicles and plant and machinery;
- redundancy costs; and
- administrative costs of winding up the business.

(iii) Disturbance when land value reflects development potential: If the market value of land reflects its development potential and is greater than the market value of the land for its existing use, a claimant may not be entitled to disturbance compensation. This is in line with the wider principle of equivalence i.e. a person should be left no better or worse off in financial terms. This restriction only applies within a single claim. Where there are two or more claimants within one property (for example a landlord and a tenant), the actions of one claimant will not bind the other. For example, if the landlord of a property submits a claim based on the development value of their freehold interest in the property, this will not preclude the tenant being compensated for the existing use value of their leasehold interest plus the disturbance compensation for having to move out of the property.

(iv) Disturbance to investment owners: To be entitled to compensation for disturbance the claimant must normally be in physical occupation of the land. There is, however, a limited right to disturbance for owners of investment property who are not in occupation. Compensation is payable in respect of charges or expenses incurred in acquiring, within a period of one year of date of entry, an interest in other land in the United Kingdom<sup>34</sup>. This compensation might typically include LTT, surveyor's fees and legal fees.

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<sup>33</sup> Set out in the [Town and Country Planning \(Blight Provisions\) \(Wales\) Order 2019](#)

<sup>34</sup> [Section 10 of the Land Compensation Act 1961](#)

*Residential owners and occupiers: other costs*

567. Acquiring authorities will pay other unavoidable costs arising from vacating a property which is the subject of compulsory purchase. For example, if a claimant owned the property which is acquired they will be entitled to claim for the legal costs of conveyance they incur when purchasing a new property. These costs will be paid up to the amount which would be payable if the purchase price of the new property was not more than the market value of the claimant's previous property. Above this level acquiring authorities may refuse on the grounds the claimant is benefiting from securing a more valuable property than if the compulsory purchase hadn't occurred.
568. Likewise, acquiring authorities have discretion if a displaced tenant whose interest is for a year or yearly decides to buy a house or flat rather than take out a new lease. If this occurs acquiring authorities may agree to pay the reasonable expenses incurred in purchasing a reasonably comparable dwelling (but not the cost of the property itself) provided it is bought within 12 months of displacement.

*Licences*

569. Under the [Agricultural Tenancies Act 1995](#), a claimant may occupy land under the equivalent of a former licence of their holding. This will be the situation if a claimant does not have 'exclusive possession' of the tenanted land. For example, a landlord may retain the right to come onto the land to carry out research or other agricultural operations. Such agreements are not generally compensatable interests. However, owners of this type of interest may be entitled to disturbance payments and should therefore be encouraged to seek advice from their professional adviser to determine what compensation they may be eligible for.

*Agricultural land*

570. The future profitability of a farming business is, in effect, included within the value of the land. It is for this reason that, unlike non-agricultural businesses, no separate assessment of compensation is payable for extinguishment when compulsory acquisition occurs and relocation does not take place.

571. This does not, however, apply to temporary losses which arise as a result of disturbance arising from the works undertaken to implement the scheme for which compulsory acquisition has occurred. This may include matters such as extra time taken as a result of access difficulties caused by temporary road closures or diversions, loss of crops which would have been harvested on the land taken, the value of which had not been reflected in the price paid for the land, and loss on forced sale of stock, equipment and consumables. The overriding rule is that anything which is not too remote and is a natural and reasonable consequence of the acquisition is to be compensated.

#### Loss payments

572. A loss payment is an additional amount paid to eligible claimants to reflect and recognise the inconvenience and disruption caused by compulsory acquisition. If a claimant is displaced from their residence as a result of compulsory purchase, they may be entitled to a home loss payment. Where they are ineligible to receive a home loss payment, they may be entitled to a loss payment depending on the nature of their land ownership. Loss payments for non-residential owners/occupiers include the basic loss payment and an occupier's loss payment. A number of criteria have to be fulfilled to qualify for the payments.

#### *Home loss payments*

573. In addition to any other compensation due, a claimant who is living at a residential property and is displaced from that property as a result of compulsory purchase is entitled to a home loss payment<sup>35</sup>. The home loss payment is an additional sum to reflect and recognise the distress and discomfort of a claimant being compelled to move out of their property

574. The following criteria need to be satisfied to qualify for a home loss payment:

- The person must be displaced from a dwelling in consequence of either the compulsory acquisition of any interest in the dwelling, or the carrying out of redevelopment on land which has been previously acquired by an authority possessing compulsory purchase powers.

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<sup>35</sup> [Sections 29 – 32 of the Land Compensation Act 1973](#)

- A person must have been in occupation of the dwelling, or a substantial part of it, as their only or main residence, throughout a period of not less than one year ending with the date of displacement. Also, their interest or right to occupy the dwelling must be freehold, leasehold, statutory tenancy or restricted contract under the [Rent Act 1977](#), or a right to occupy under the terms of their employment or under a licence where secured tenancy or introductory tenancy provisions apply.

A person is displaced from occupation if they have no real choice and leaves the premises.

575. If a claimant occupies a caravan they may qualify for a home loss payment if they have lived in a caravan on the same permanent site for a minimum period of one year and no suitable alternative site for stationing the caravan is available on reasonable terms.
576. The amount of home loss payment for a claimant, who is the owner of a freehold or a lease exceeding three years, is 10% of the market value of their interest, subject to a fixed, prescribed maximum which is periodically reviewed<sup>36</sup>.
577. Where two or more people are entitled to make a claim for a home loss payment in respect of the same interest (such as a husband and wife who are joint owner-occupiers or joint tenants who share the same home) the payment is divided equally between claimants.
578. A claim for a home loss payment must be submitted in writing and within six years of the date the claimant is displaced from their property.
579. The acquiring authority must make a home loss payment on or before the latest of:
- the date of displacement; or
  - three months from the date of the claim; or
  - the date on which the market value of the interest (upon which the payment is based) was agreed or determined.

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<sup>36</sup> The prescribed maximum is set out in the [Home Loss Payments \(Prescribed Amounts\) \(Wales\) Regulations 2020](#)

580. There is no right to a home loss payment if the dwelling is acquired from the claimant by agreement. Likewise, claimants have no right to a home loss payment where they do not comply with notices under:
- [section 215 of the 1990 Act](#) ('Power to require proper maintenance of land');
  - [section 11 of the Housing Act 2004](#) ('Improvement notices'), and
  - [section 48 of the Planning \(Listed Building and Conservation Areas\) Act 1990](#) ('Repairs notice').

*Basic loss payment*

581. [Sections 33A to 33K of the Land Compensation Act 1973](#) provide for a scheme of loss payments for those not entitled to a home loss payment, in both cases of compulsory acquisition and acquisition by agreement.

582. To qualify for a basic loss payment:

- the claimant must have an interest (whether freehold or leasehold);
- the claimant must have held that interest for a year or more ending on whichever was the earliest of:
  - (i). the date the acquiring authority took possession;
  - (ii). the date the land vested in the acquiring authority under a GVD;
  - (iii). the date compensation was agreed; or
  - (iv). the date the Upper Tribunal (Lands Chamber) determined the amount of compensation.

583. A basic loss payment is payable and is assessed at 7.5% of the value of the claimant's interest in the land, subject to a maximum of £75,000. No basic loss payment is payable if compensation was assessed on the basis of equivalent reinstatement.

*Occupier's loss payment*

584. A claimant may also qualify for an additional occupier's loss payment if they qualify for the basic loss payment and, for the period on which that qualification is based, they also occupied the land.

585. The occupier's loss payment is subject to a ceiling of £25,000. Within that limit it is whichever is the highest of 2.5% of the value of the interest in the land concerned or either the 'land amount' or the 'buildings amount' as defined in [sections 33B and 33C of the Land Compensation Act 1973](#). The methodology for calculating these amounts is complex and claimants should be advised to seek professional advice.

586. Owners whose land is being acquired because they allowed it to fall into disrepair are not entitled to loss payments (defined as being subject to certain notices or orders - see [paragraph 580](#)).

#### *Rehousing*

587. Where no suitable alternative accommodation is available on reasonable terms a local housing authority has a duty to rehouse a resident whose dwelling has been compulsorily acquired regardless of which public authority was responsible for the acquisition.

588. To qualify, a resident must have been in residence from the date the notice of the making of the CPO was published. There is no entitlement to rehousing for a trespasser, a person permitted to reside pending demolition, or a claimant who brings about the acquisition by serving a blight notice.

589. If a resident is genuinely made homeless, but does not qualify for rehousing, they should be put in contact immediately with their local housing authority as it may be able to help.

590. If a resident is rehoused this will not affect the amount of compensation which the acquiring authority pays and an acquiring authority must not seek to make a reduction to reflect rehousing.

591. The compensation payable to a landlord will not be affected if their tenants are rehoused by the local housing authority. Provided they are rehoused after the landlord receives their notice to treat, compensation will continue to be assessed at market value subject to the occupational tenancies.

592. The right to rehousing applies not only to houses and flats but also extends to permanent caravan sites. The qualifying conditions are the same as for other dwellings except there is no right to be rehoused if there is a suitable alternative site for stationing the caravan available on reasonable terms.

#### *Residents with disabilities*

593. There are circumstances in which residents with disabilities may be entitled to compensation for the costs of adapting a new property to meet their needs or, in the case of tenants, to rehousing in suitable properties. For example, if the house of a person with a disability is subject to compulsory purchase and it has been adapted to meet their needs, the compensation to the occupier or the landlord may reflect the cost of providing or modifying a similar dwelling.

594. There may be circumstances where a resident with a disability is a tenant in a dwelling which is acquired and the landlord is not prepared to provide another dwelling which is suitable for occupation by someone who has a disability. If this occurs, and there is no other suitable alternative accommodation available on reasonable terms, the local housing authority may rehouse the tenant with a disability and make alterations to the dwelling they provide as necessary.

#### Severance and injurious affection

595. This head of compensation reflects decreases in the value of land retained by the claimant where only part of their land is acquired. The compensation is for the depreciation in value of the retained land and is referred to as 'injurious affection' and/or 'severance'.

596. The right to claim under this head is found in [section 7 of the 1965 Act](#), which provides that in addition to the value of the land to be purchased, the owner is entitled to:

"...the damage, if any, to be sustained by reason of the severing of the land purchased from the other land of the owner, or otherwise injuriously affecting that other land by the exercise of the power..."

597. The two elements of this head of claim may be considered separately.

598. Severance occurs where the land acquired from the claimant contributes to the value of the land which is retained by the claimant, so that when severed from it, the retained land loses value. Examples include:

- (a) If a new road is built across a car park it may no longer be possible to have access by vehicle to part of the car park, rendering it virtually useless and therefore, less valuable.
- (b) A claimant owns a business unit of 1,000m<sup>2</sup> which was split into two equal bays of 500m<sup>2</sup> and one of those bays was acquired for the construction of a new relief road. In these circumstances, the claimant would receive compensation for the land acquired based on its market value. If the claimant could demonstrate:
  - there was greater demand for, and value in, units of 1,000m<sup>2</sup> than 500m<sup>2</sup>, and
  - as a result, the retained property actually depreciated in value as a result of not being held with the part acquired,the compensation would include an amount in respect of severance.
- (c) A claimant owns a block of farmland of 50 hectares, which gets split into two equal blocks of 20 hectares following the acquisition of 10 hectares for the construction of a new relief road.

In these circumstances, the claimant could receive compensation for the 10 hectares of the land taken based on its market value. If the claimant could demonstrate:

- there was a higher land value per hectare as a single block of 50 hectares, and
- as a result, the retained property actually depreciated in value as a result of being severed from the part acquired,

the compensation would include an amount in respect of severance. Additional compensation for severance could arise if the resultant shape of the fields or access restrictions make future farming operations difficult or impractical. Also, if it could be demonstrated the value of the retained land had depreciated as a result of being adjacent to the relief road the compensation would also reflect this reduction in value under the heading of injurious affection.

599. Injurious affection is the depreciation in value of the retained land resulting from the proposed construction on, and use of, the land acquired by the acquiring authority for the scheme. For example, even though only a small part of its car park may be acquired for a new road, the impact on a commercial building of increased noise and vibration could be considerable.

600. It is important to note it is the impact of the whole of the proposed scheme which is to be considered, not just the effect on the area acquired from each individual claimant. Compensation is claimable both for the construction of works and their subsequent use.

*Betterment (Lower compensation if retained land gains value<sup>37</sup>)*

601. In assessing compensation, acquiring authorities will have regard to any increase in value of land retained by the claimant which is adjacent to or adjoining the land acquired. This is generally referred to as "betterment" and is the opposite of injurious affection. There may be instances where the scheme of the acquiring authority may increase the value of a claimant's retained land. Where this occurs, the amount of compensation to which the claimant is entitled in respect of the compulsory acquisition of their land is reduced by the amount of the increase in the value of the person's interest in the retained land as at the relevant valuation date<sup>38</sup>. This provision applies where:

- a person is entitled to compensation for the compulsory acquisition of land (the 'original land') for the purposes of a scheme;

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<sup>37</sup> [Section 6B of the Land Compensation Act 1961](#)

<sup>38</sup> Determined in accordance with [section 5A of the Land Compensation Act 1961](#)

- on the date the notice to treat is served in respect of the original land, the person is entitled to an interest in other land (the 'other land') which is contiguous or adjacent to the original land;
- the person is entitled to the interest in the other land in the same capacity as the person is entitled to the interest in the original land, and
- the person's interest in the other land has increased in value as a result of the scheme.

An example of this includes where a claimant owns development land part of which is acquired for the construction of a new road which enhances access to the remaining land thereby increasing its value. In such circumstances, the acquiring authority will seek to offset this increase in value against the compensation which is payable in respect of the land acquired. Acquiring authorities should demonstrate their grounds for considering their scheme has directly generated an increase in the value of retained land.

602. In an extreme case a claimant would receive no compensation because the enhancement in value of the retained land is equal to or greater than the compensation for the land acquired. The least compensation a claimant can receive is nil. In no circumstances can the acquiring authority expect a claimant to pay them.
603. Where betterment occurs it may sometimes be appropriate to adopt the 'before and after' approach which is outlined below. This will take into account the issues of land taken, severance, injurious affection and betterment.
604. Note the betterment provisions of [section 261 of the Highways Act 1980](#) are specifically excluded from the betterment regime under [section 6B of the 1961 Act](#). The betterment provisions contained in the [Highways Act 1980](#) are more restrictive than those of the [1961 Act](#) and need careful consideration.
605. It is incumbent on acquiring authorities to demonstrate there is an increase in value of the retained land and that this is wholly attributable to the scheme underlying the CPO. Ultimately, the Upper Tribunal (Lands Chamber) has discretion over the set off of betterment.

*'Before and after' approach*

606. If a claimant only has part of their land acquired, the claim for land taken, severance and injurious affection can be dealt with together by adopting a 'before and after' approach. This is in line with the principle of equivalence which states a claimant should be in the same position after the acquisition as they were before, in monetary terms.
607. The 'before and after' approach works by agreeing the value of the whole of the land in the 'no scheme world', i.e. disregarding the scheme underlying the CPO, prior to acquisition and comparing this with the value of what the claimant is left with in the 'scheme world'. This is achieved by taking that development into account after the acquisition. The difference between the two (if any) should be payable as compensation.

*Material detriment*

608. Material detriment is another course of action which a claimant may be able to take if the acquiring authority is only proposing to acquire part of their land and the part of the land retained will be less useful or less valuable in some significant degree. In these circumstances, it may be possible for a claimant to advance a claim for 'material detriment', seeking to make the acquiring authority acquire the whole of the land interest rather than just a part. In the case of a dispute the issue will be determined by reference to the Upper Tribunal (Lands Chamber).

*Agricultural owners and occupiers*

609. Following receipt of notice to treat from the acquiring authority, the landowner may within two months serve a counter-notice claiming all their other land is not reasonably capable of being farmed and requiring the acquiring authority to purchase that other land. Acquiring authorities can accept the counter notice or, if they do not, the matter can be referred to the Upper Tribunal (Lands Chamber) for a decision. Tenants for a year, or from year to year, who are served with notice of entry have similar ability to require the acquiring authority to take more of their holding.
610. A counter-notice can be served on an acquiring authority to purchase any severed areas which are less than 0.2 hectares (half an acre), although if a claimant has other adjoining land which can be combined with the severed area this remedy is not available.

Claimants have to prove part of the land they retain is not capable of being farmed as a separate agricultural unit, either by itself or with other land outside the unit they occupy as a freehold owner or as a tenant.

611. Guidance on material detriment and severed land is contained in [Section B of this Part of the Manual](#).

#### Fees

612. Certain reasonable professional fees such as legal fees and the costs of employing a suitably qualified chartered surveyor to assess and negotiate compensation claims can be recoverable as a part of a compensation claim. The assessment of these costs is on the same basis as the assessment of compensation for disturbance.
613. Where acquiring authorities have paid the cost of a professional's fees they will be required to pay interest on those fees<sup>39</sup>. The rate of interest is determined by statutory instrument<sup>40</sup>.
614. Fees and expenses incurred by a claimant relating to the issue of a certificate of appropriate alternative development and any successful appeal are to be taken into account in assessing compensation<sup>41</sup>.

#### *Surveyor's Fees*

615. It is for parties concerned to agree a reasonable basis for payment of these fees which they consider appropriate on a case by case basis (see [paragraphs 179 – 180 in Part 1 of Circular 003/2019](#)). The RICS has published advice on surveyor's fees calculations for compensation negotiations.
616. Acquiring authorities are not obliged to reimburse duplicate fees should claimants decide to change advisors. Claimants should be advised from the outset of the CPO process to appoint competent, professional advisor(s). When appointing surveyors claimants should be advised to have regard to the RICS' Professional Statement '*Surveyors advising in respect of compulsory purchase and statutory compensation*'.

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<sup>39</sup> [Section 32 of the Land Compensation Act 1961](#)

<sup>40</sup> [The Acquisition of Land \(Rate of Interest After Entry\) Regulations 1995](#)

<sup>41</sup> [Section 17\(10\) of the Land Compensation Act 1961](#)

Notably that RICS members must:

- (i) Demonstrate a proper understanding of the statutes, statutory instruments, case law and government guidance in respect of the compulsory purchase code.
- (ii) Discharge their duties to the required standard and consider all matters material to the instruction
- (iii) Be aware of the changes in responsibility which will occur should their duties later involve acting as an expert witness and how that may affect the carrying out of work prior to that change.
- (iv) Where instructions are accepted to provide advice in respect of the compulsory purchase code, and as soon as it becomes apparent judicial or quasi-judicial proceedings seem likely, advise their client in writing of their ability or otherwise to comply with the RICS' Practice Statement '*Surveyors acting as expert witnesses*'.

Where acquiring authorities are reimbursing professional fees it is not unreasonable for authorities to request information from the claimant on the instruction of their relevant advisor.

#### *Other professional fees*

617. Where other professional fees, for example, legal and accountancy, are reasonably and necessarily incurred in advising a claimant and preparing their disturbance claim, they are in principle recoverable as compensation. These would usually fall to be assessed as part of a claim for disturbance compensation.
618. Acquiring authorities should inform claimants of fee arrangements as this can assist them pay bills and prevent them getting into financial difficulties prior to receiving compensation. It should also be made clear when claimants can expect to have their reasonable professional costs reimbursed.

Compensation where no land taken: Injurious affection and claims under Part 1 of the Land Compensation Act 1973

619. A right to compensation may also arise in limited circumstances when no land is taken but where statutory powers are exercised.

Compensation can be claimed for a reduction in the value of land caused by:

- (a) the 'execution' i.e. construction of public works (injurious affection); and
- (b) the subsequent use of public works ([Part 1 of the Land Compensation 1973 Act](#) claim).

(a) *Reduction in value caused by the execution of works (injurious affection)*

620. Compensation is payable when a loss occurs because some right in land such as easement, restrictive covenant, point of access, air rights, value of minerals (as opposed to the actual land itself) has been taken away or interfered with as a result of the execution of works authorised by the enabling compulsory purchase power. The requirements are the injury done must:

- be authorised by statutory power;
- arise from that which would, if done without the statutory authority, have been actionable at law, for example as a nuisance;
- arise from a physical interference with some right, public or private, which attaches to the land;
- arise solely from the execution of the works and not as a result of their subsequent use.

621. The principle of compensation for injurious affection where no land is taken is set out in [section 10 of the 1965 Act](#).

622. The relevant date for the assessment of compensation is the date at which the loss occurred. This is most likely to be the date of interference with the right in land.

623. Claimants must be able to demonstrate the depreciation of the value of their land is a natural and reasonable consequence of the execution of the works. Compensation is based upon the depreciation in value of the land which had benefited from the right interfered with. Business losses cannot usually be claimed unless the business is of a type where the profitability of the business determines the land value and there is a reduction in that value.

(b) *Reduction in value caused by use of public works (Part 1 of the Land Compensation Act 1973 claim)*

624. This right to compensation is set out in [Part 1 of the Land Compensation Act 1973](#) (commonly referred to as a 'Part 1 claim'). It applies in relation to certain 'public works' i.e. a new or altered highway, an aerodrome and other works provided under statutory powers. In addition to new works, the provisions cover substantial alterations and changes of use to existing works but not intensification of a use (unless alterations are also carried out).

625. Compensation is based upon the depreciation in the value of the land due to the 'physical factors' caused by the use of the public works. The seven physical factors are:

- noise;
- vibration;
- smell;
- fumes
- smoke;
- artificial light; and
- discharge onto the land of any solid or liquid substance.

626. Any depreciation in value which is attributable to reasons other than these seven specific factors is not compensatable. For example, the loss of a view is not compensatable.

627. The important distinction between this and a claim for the execution of works is it is the use of the works which must cause the depreciation. For example, if a motorway is constructed in close proximity to an office, any claim under Part 1 must relate to the depreciation in value caused by the noise and other physical factors associated with the traffic using the road and not to the physical existence of the highway. Likewise, where a claim is made in respect of noise arising from alterations to a public highway the physical factors must be from the altered stretch of highway. However, where the increased traffic using the altered stretch of highway is due to new works elsewhere (such as a new bridge), depreciation due to that increased traffic causing more noise on the altered stretch of highway is compensatable. Another example is where a motorway is built in the locality and an existing road becomes busier and noisier because it is used as a feeder-road.

The source of the increased noise will not be from the public works (i.e. the motorway), as such, residents living in the road which has become a feeder-road will have no claim under Part 1 unless they can show their road was itself subject to improvement.

628. If a claimant sells their property before the first claim day they must make a claim between exchanging contracts and completion or they will lose their rights to compensation.
629. To be eligible to submit a Part 1 claim, the claimant must own a qualifying interest in the land before the relevant date. In the case of:
- (i). Dwellings – a qualifying interest is known as an ‘owner’s interest’ which means either a legal fee simple or a tenancy for a term of years which at the date of the notice of claim has not less than three years unexpired. A tenant holding a monthly tenancy would not qualify.  
If the ‘owner’s interest’ carries a right to occupy a dwelling, the claimant must do so as their residence at the date of the notice of claim.
  - (ii). Land other than a dwelling – the claimant must have an ‘owner’s interest’ and be an ‘owner-occupier’. An ‘owner-occupier’ in relation to land in an agricultural unit is a person who occupies the whole of that unit while having an ‘owner’s interest’ in the whole or any part of that land. An ‘owner-occupier’ of land in any other type of hereditament must occupy the whole or a substantial part of the land while having an ‘owner’s interest’.
  - (iii). Business premises - a qualifying interest is one which has an annual (rateable) value not exceeding a prescribed amount<sup>42</sup>.

A claim is made by serving a notice on the appropriate authority containing details of:

- (a) the land in respect of which the claim is made;
- (b) the claimant’s interest and date of acquisition;
- (c) the claimant’s occupation of the land (in cases where occupation is a necessary qualification for a claim);
- (d) any other interest in the land known to the claimant;
- (e) the public works to which the claim relates;
- (f) the amount of compensation claimed;
- (g) details of other contiguous or adjoining land owned by the claimant.

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<sup>42</sup> The current annual value limit is prescribed in the [Town and Country Planning \(Blight Provisions\) \(Wales\) Order 2019](#).

Where a claim relates to alterations to public works details of the alterations must be given.

630. 'The relevant date' in relation to:
- (a) a claim in respect of a highway is the date on which it was first open to public traffic, and
  - (b) any other public works is the date on which they were first used after completion.
631. Compensation is assessed and valuation based upon prices current on the first claim day, which is 12 months after use of the public works first commenced. Interest is payable from the date the claim is submitted until payment. In assessing depreciation in the value of land due to 'physical factors', account may be taken of any intensification which may reasonably be expected of the use of the public works in the state in which they are at on the first claim day. For example, there may be justification for assuming increased traffic flows if a further motorway section or link is completed in the future. The benefit of works to mitigate the effects of a highway or other public works, such as sound-proofing or payment of a grant for such work, may be taken into account in assessing the extent of the depreciation in the value of land. In relation to sound-proofing, benefit can also be assumed if the works could have been undertaken or the grant paid but have not been although no benefit can be assumed if the authority has a discretion and has refused to undertake such work or pay the grant.

#### Contractor damage – third party liability

632. Contractor damage can be a particular difficulty affecting agricultural land. The general principle in law is contractors working for the acquiring authority are responsible for damage they cause which is not a necessary and unavoidable consequence of the works. In such cases, the contractor has a responsibility to pay compensation for losses incurred and additional costs sustained. Claimants are responsible for pursuing the contractor direct rather than going through the acquiring authority. Typical examples of contractor damage are dust from the works blowing on to crops, damage to services on the land causing temporary loss of supply, and silt flowing into watercourses and ponds.

#### Moveable homes

633. There are further compensation provisions to be considered for occupiers of moveable homes (which include caravans and houseboats).

If a claimant occupies a moveable home they may be able to receive a 'noise payment' of up to £1,650 if a new highway or altered highway is constructed or opened to the public within 300 metres of the moveable home.

Compensation for short term leasehold interests, minor tenancies, and occupiers with no compensatable interest in land

*Short term leasehold interests*

634. Different rules apply to the acquisition of what are known as minor tenancies i.e. a tenancy with less than a year left to run, or a tenancy from year to year.

635. The procedure adopted by the acquiring authority is different as there is no requirement to serve a notice to treat. The principles adopted for the assessment of compensation are very similar to those applied to other interests in land. Compensation is payable in respect of the market value of the leasehold interest and this should reflect any rights of renewal which the tenant may have.

636. As with other interests in land, there is a right to compensation for the diminution in value of retained land caused by severance and/or injurious affection. This right exists even if the land retained is held under a different lease from the land acquired, provided it is adjoining or adjacent.

*Minor residential tenancies*

637. If the minor tenancy being acquired is within the security of tenure provisions of the [Landlord and Tenant Act 1954](#), claimants have the choice of claiming compensation under the compulsory purchase legislation or the [Landlord and Tenant Act 1954](#). Compensation under the [Landlord and Tenant Act 1954](#) is based upon a multiplier of the rateable value of the property. Claimants may choose whichever basis gives the higher level of compensation and can choose one or the other but not both.

*Market value*

638. In most cases, tenants with a minor residential tenancy are unlikely to be eligible for compensation for the market value of their unexpired term or interest in the land. This is because the terms of a minor residential tenancy agreement are likely to prohibit the tenant from selling the tenancy to another person. This means that the tenancy will not have a market value.

639. However, if the terms of a tenancy do not prohibit a tenant from offering it for sale, and the tenant can show that the tenancy would have a value if put on the market, they may be entitled to compensation under this head of claim.
640. The main elements of compensation which are normally payable in relation to minor residential tenancies are therefore disturbance payments and home loss payments.

*Disturbance payments*

641. The principles are the same as for disturbance compensation for interests of greater than a year. However, only losses relating to the period between the date of entry and expiry of the term are recoverable. Regard should be had to any right to renewal which the tenant may have.

*Home loss payments*

642. Normally, tenants who are eligible for a home loss payment and occupy their homes under a minor tenancy are likely only to receive the flat rate payment. Only a single home loss payment may apply to each tenancy. Therefore, if there are two or more eligible occupiers residing within a dwelling, the home loss payment is shared equally between them.

Occupiers with no compensatable interest in land

643. There is a limited right of compensation to a displaced claimant who was in lawful occupation of land but has no 'compensatable' interest in the land. This may include tenancies at will, tenancies on sufferance and licences. Each of these amount to occupation of land by some form of agreement with the owner which is less than a formal lease and, in most cases, they may be terminated at short notice by either party. Trespassers and squatters do not have any rights to compensation.
644. Compensation should reflect disturbance items such as removal costs. The amount of time the land occupied would have been likely to have remained available for occupation is also taken into account. There is also a discretionary power to make payments to people who do not qualify.

### *Businesses occupiers*

645. Compensation may reflect relocation costs and any loss of goodwill. The amount of time the land occupied would have been likely to have remained available for the purposes of the business and the availability of other land suitable for that purpose are also taken into account.
646. The rights to compensation on the basis of statutory extinguishment to a business owner over the age of 60 also apply (see [paragraph 566\(ii\)](#)).
647. In the case of a business tenant holding over, beyond the expiry of their lease, under the security of tenure provisions of the landlord and tenant legislation, there is the right to opt for landlord and tenant compensation if this is greater than the disturbance payment.

### Compensation for agricultural tenants

648. The basis of compensation is different if a claimant is a tenant. If a tenancy was created or was succeeded to before September 1995, it is likely the claimant will have a yearly tenancy. However, under the Agricultural Holdings legislation, a claimant has security of tenure and cannot usually be dispossessed from the holding unless they are either served by an effective notice to quit by their landlord or an agreement has been reached to quit the holding.
649. If a tenancy was entered into on or after 1st September 1995 the claimant may have a Farm Business Tenancy. Under the [Agricultural Tenancies Act 1995](#), agricultural tenants no longer have security of tenure when they 'hold over' at the end of their tenancy. Compensation will be affected by the actual terms of the tenancy agreement.
650. The procedure for taking possession is different from that which is applied to freeholds or tenancies of greater than a year. There is no requirement for the acquiring authority to serve a notice to treat on an agricultural tenant provided one has been served in respect of some interest in the same land, for example the landlord's interest. Provided this is the case the acquiring authority may take possession of the tenant's interest following a 3 months' minimum notice of entry.

651. Alternatively, acquiring authorities may acquire a superior interest in the land, such as the freehold, and then serve notice to quit in accordance with the terms of the tenancy agreement.

#### Assessment of compensation for tenants' interests

652. Compensation is payable under [section 20 of the 1965 Act](#) if a claimant has a minor tenancy (i.e. no greater interest than as tenant for a year or from year to year). If a claimant is such a tenant and they have been served with a notice to quit, they can choose to be compensated under [section 20 of the 1965 Act](#) provided:

- they give up possession of the holding, or part of it, to the acquiring authority on/or before the expiry of the notice to quit;
- they give notice in writing to the acquiring authority at any time before giving up possession of the tenancy that they wish to be compensated under the [section 20 of the 1965 Act](#) basis.

653. The principles for the assessment of compensation are similar to those for greater interests. There are two bases to dispossess tenants – the notice to quit basis and the notice of entry<sup>43</sup> basis and accordingly these have slight variations in how the compensation is calculated.

#### *Notice to quit basis of compensation*

654. The notice to quit basis of compensation is calculated as if the landlord had served a notice to quit at the end of the tenancy. The heads of claim are as follows:

- Severance is allowed for in a possible reduction in the rent payable for the retained holding. Landlords will receive compensation for the loss in rental value. Any reduction will be the subject of negotiation between landlord and tenant.
- Disturbance to the tenant is limited to a minimum of one and a maximum of two years rent, but the claimant must be able to prove their losses.
- Any just allowance by an incoming tenant, known as 'tenant right'.
- Four years' rent payable as additional compensation to help the claimant reorganise their affairs - known as the 'rent reorganisation payment'.

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<sup>43</sup> [Section 20 of the Compulsory Purchase Act 1965](#)

### *Notice of entry basis of compensation*

655. The notice of entry<sup>44</sup> basis of compensation is as follows:
- value of the unexpired term or interest in the land less the rent reorganisation payment;
  - any severance or injurious affection to the holding;
  - disturbance losses, including surveyors and legal fees;
  - any just allowance by an incoming tenant;
  - rent reorganisation payment; and
  - any other items of claim such as a home loss payment if eligible.

### *Value of tenants' interest*

656. Although a claimant may only have a yearly tenancy they have security of tenure of their holding for the lifetime of the tenancy. This may have a value, but it may vary according to a claimant's age, whether they have a relative who is able to qualify in a succession of the tenancy, and what improvements they have carried out during the tenancy. This sum is reduced by the additional compensation of four years' rent ('rent reorganisation payment').

657. The rent reorganisation payment represents an additional payment of four times the rent of the land acquired, apportioned if only part of the holding is taken, to help a claimant reorganise their affairs.

### *Severance and injurious affection*

658. As with other interests in land, there is a right to compensation to reflect the reduction in value of any retained land where part only of an interest is acquired. This right exists even if the land retained is held under a different tenancy from the land acquired.

### *Disturbance payment*

659. Tenants of [section 20 of the 1965 Act](#) interests are entitled to compensation for being disturbed in their occupation of the property. The principles are the same as for disturbance compensation for interests of greater than a year. However, only losses relating to the period between the date of entry and expiry of the term are recoverable. Regard should be had to any right to renewal which the tenant may have.

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<sup>44</sup> [Section 20 of the Compulsory Purchase Act 1965](#)

### *Allowance by incoming tenant*

660. Normally an incoming tenant would pay a sum to an outgoing tenant for the value of, for example, live and dead stock, value of growing crops, tenants' improvements, and unexhausted fertiliser values etc. This is known as a 'tenant right'. This sum is dependent on the actual farming situation on the holding.

### Disputes over compensation claims: The Upper Tribunal (Lands Chamber) and beyond

661. At an early stage in a dispute over a claim for compensation acquiring authorities should:

- make available information or valuation evidence which could be relevant to a claim and if possible before the claim is made; and
- provide their valuation to assist with the constructive dialogue between it and the affected party.

662. When attempting to resolve disputes over claims for compensation, acquiring authorities and claimants are encouraged to:

- discuss each other's positions constructively with the objective of agreeing as many grounds as possible and identifying the issues which cannot be agreed;
- ensure at appropriate points each other's positions are clearly set out in writing;
- keep under review their own positions in respect of the dispute over a claim for compensation, and to communicate any change in those positions to the other party promptly and in writing;
- consider at all stages whether the use of alternative dispute resolution (ADR) techniques would assist in resolving either the whole claim or specific issues within the claim; and
- disclose sufficient information to enable the other party to understand properly the substance of the party's position, the evidence available to support it and any other material information relevant to the claim.

[Click to view Best Practice Note 68 in Section E](#)

663. Both acquiring authorities and claimants should ensure any costs incurred in relation to a dispute over a claim for compensation are appropriate, reasonable and proportionate to the nature and complexity of the claim. Sufficient records should be kept to enable items to be explained and justified. It is important to reiterate that the Upper Tribunal (Lands Chamber) has the power to order a party to pay all or part of another party's costs of a reference.

*Making a reference to the Upper Tribunal (Lands Chamber)*

664. Disputes relating to a claim for compensation payable on the compulsory acquisition of land are determined by the Upper Tribunal (Lands Chamber) which is an expert tribunal both in relation to valuation and also in relation to matters of law. This is a formal process for dealing with disputes over compensation entitlement. However, acquiring authorities are encouraged to offer ADR techniques to those with concerns over compensation during any stage of the CPO process. These should involve a suitably qualified independent third party. Detailed guidance and examples on the use of ADR techniques is provided in [paragraphs 64 – 66 in Part 1 of Circular 003/2019](#).

[Click to view Best Practice Note 69 in Section E](#)

665. Before making a reference to the Upper Tribunal (Lands Chamber), the party intending to make the reference should contact the other party in writing to:

- provide notification of its intention to make a reference;
- summarise the matters agreed between the parties;
- summarise the outstanding issues in dispute between the parties;
- provide an opportunity to respond to the outstanding issues.

It is recommended parties are given at least 28 days to provide a response before a reference is made except:

1. where the resolution of outstanding issues is still actively being explored, or
2. there is a requirement to make a reference to comply with a statutory time limit in respect of a claim for compensation (although that time limit can be extended through an agreement).

A reference followed by an immediate request to allow further negotiation expends the resources of the Upper Tribunal (Lands Chamber) which can be prevented through an agreement to extend the statutory time limit.

666. If a response is provided, the party proposing to make the reference to the Upper Tribunal (Lands Chamber) should consider whether there are further opportunities to reach a settlement or narrow the issues between the parties before the reference is made. It is expected the parties will have had discussions on all aspects of the claim for compensation to achieve the following objectives before this final exchange of correspondence:

- exchanged sufficient information to understand each other's positions;
- discussed each other's positions thoroughly and constructively;

- sought to narrow the issues that the Upper Tribunal (Lands Chamber) would have to determine if a reference were made; and
  - used ADR techniques to avoid a reference being made or to determine at least some of the issues which the Upper Tribunal (Lands Chamber) would otherwise have to determine.
667. The party making a reference to the Upper Tribunal (Lands Chamber) should serve a copy of the reference papers on the other party to ensure the efficient provision and exchange of information.
668. Proceedings before the Upper Tribunal (Lands Chamber) are governed principally by the [Tribunal Procedure \(Upper Tribunal\) \(Lands Chamber\) Rules 2010 \(as amended\)](#). Guidance on the approach by the Upper Tribunal (Lands Chamber) to manage disputes can be found in the [Upper Tribunal \(Lands Chamber\) Practice Directions \(19 October 2020\)](#). Further guidance can also be obtained from suitably experienced legal advisors and surveyors, or by approaching the Upper Tribunal (Lands Chamber) directly.  
[Click to view Best Practice Note 70 in Section E](#)
669. The time limit for the referral is dependent on the subject of dispute but note a reference to the Upper Tribunal (Lands Chamber) cannot be made in relation to a dispute over compensation less than 1 month after the service of the notice to treat (or deemed noticed to treat). Under the [Tribunal Procedure \(Upper Tribunal\) \(Lands Chamber\) Rules 2010](#) the Upper Tribunal (Lands Chamber) has wide powers of case management which can be used to tailor the approach to the subject of the dispute. There are also widely drawn powers to provide flexibility to change the directions relevant to a specific case mid process.
670. Where a party is sent notice of a reference by the Upper Tribunal (Lands Chamber) that party has 1 month in which to respond with the prescribed information<sup>45</sup>.

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<sup>45</sup> See [rule 29 of the Tribunal Procedure \(Upper Tribunal\) \(Lands Chamber\) Rules 2010 \(as amended\)](#)

671. The timescales for making a reference to the Upper Tribunal (Lands Chamber) are:

- Where a notice to treat has been served - references cannot be made more than six years from the date the acquiring authority enters the land following the service of the notice to treat and notice of entry.
- Where the GVD procedure is used - references cannot be made more than six years from the vesting date, or from when the person claiming compensation first knew, or could be reasonably expected to have known of the vesting of the interest in land.

672. The Upper Tribunal (Land Chamber) is the final court on matters of valuation. However, if a question of law arises, an appeal may proceed to the Court of Appeal and ultimately the Supreme Court, subject to leave to appeal being granted.

#### Alternative dispute resolution (ADR) techniques

673. The alternative to litigation through the courts or the Upper Tribunal (Lands Chamber) is through the use of ADR techniques. Both [Circular 003/2019](#) and the [Tribunal Procedure \(Upper Tribunal\) \(Lands Chamber\) Rules 2010](#) promote the use of ADR techniques where appropriate and compatible with the overriding objective of fairness. Detailed guidance and examples on the use of ADR techniques is provided in [paragraphs 64 – 66 in Part 1 of Circular 003/2019](#).

[Click to view Best Practice Note 71 in Section E](#)

674. Acquiring authorities should continue to negotiate with claimants throughout the compulsory purchase procedure. This can start at the earliest stages in the CPO process. For example, a landowner can query whether their land is needed at all through to the payment of compensation and implementation of the scheme phase. Agreements can be reached in the normal course of negotiations with a claimant or their advisers. Often, however, agreement cannot be reached and negotiations break down. Acquiring authorities are urged to explore the use of ADR techniques to resolve any disputes with affected parties to narrow issues or to avoid a reference to the Upper Tribunal (Land Chamber).

The use of ADR techniques can provide a less formal and more cost effective method of resolving disputes and its use is encouraged in appropriate cases.

[Click to view Best Practice Note 72 in Section E](#)

675. There are several different forms of ADR techniques. The most appropriate technique will depend on the nature of the dispute and the relationship between the parties. ADR generally involves a structured process with a third party who assists those in dispute to find a solution and arrive at a legally binding outcome that is not imposed on the parties. Detailed guidance and examples on the use of ADR techniques is provided in [paragraphs 64 – 66 in Part 1 of Circular 003/2019](#).

[Click to view Best Practice Note 73 in Section E](#)

## Section B: Procedures ancillary to compensation claims

### Severed Land

Contents of this section:

[Notice to treat: Provisions](#)

[Notice to treat: Procedure](#)

[General vesting declaration \(GVD\): Provisions](#)

[General vesting declaration \(GVD\): Procedure](#)

[Agricultural holdings: Notice to treat or general vesting declaration \(GVD\)](#)

[Minor agricultural tenancies](#)

### Background

1. In certain circumstances, acquiring authorities may not wish to acquire the whole of an owner's land, particularly in the case of acquisitions for highway purposes. The boundary of land required for the proposed scheme indicated on the map attached to the CPO will not necessarily coincide with ownership boundaries.
2. If the acquiring authority proposes to acquire part of an owner's land, then either:
  - (a) the part is taken and compensation is paid for the reduction in value (if any) to the remaining land; or
  - (b) depending on the type of land, the owner may object to the taking of part and the acquiring authority may be compelled to take the whole land.
3. The criteria for compelling an acquiring authority to acquire the whole of an owner's land varies depending on the type of land. This is outlined below.
4. Where only part of an owner's land is acquired, compensation is payable to the owner for any depreciation in value of the retained land resulting from its severance from the land taken and/or by the proposed use of land taken. These effects are generally known as severance and injurious affection respectively<sup>46</sup>.

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<sup>46</sup> [Section 7 of the Compulsory Purchase Act 1965](#)

5. There are two different procedures for objecting to the taking of part of an owner's land. One is applicable following notice to treat the other following the use of GVD.
6. In both procedures a wide meaning has been given to the terms 'building', a 'house' or a 'garden' to encompass a shop, office, public house, vacant piece of land, warehouse, church, church hall and adjoining car park. The garden attached to a house is regarded as part of the house. A factory is defined as premises for which the main use is for manufacturing purposes.

#### Notice to treat: Provisions

7. [Section 8 of the Compulsory Purchase Act 1965](#) ("the 1965 Act") provides the circumstances where a person affected by a CPO may compel the acquiring authority to acquire the whole of their interest subject to the Notice to Treat. Section 8 also references the procedure in [Schedule 2A to the 1965 Act](#) which applies in respect of a CPO made by an acquiring authority to acquire only part of a:
  - (a) house, building or factory, or
  - (b) park or garden belonging to a house.
8. [Sections 8\(2\) and \(3\) of the 1965 Act](#) make specific provision for land not situated in a town or built up area. If such land is divided by the works, so as to leave an area of land which is less than half an acre (either on both sides of the works or on one side), the owner of the land may require the acquiring authority to purchase the severed land along with the land subject to notice to treat. This procedure does not apply if the owner has adjoining land, which can be joined to the remaining land so that it may be 'conveniently' occupied. Acquiring authorities may, at their own expense (if requested by the owner) carry out any works (such as removal of fences and the levelling of sites) so that this adjoining land may be conveniently occupied<sup>47</sup>.  
[Click to view Best Practice Note 74 in Section E](#)

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<sup>47</sup> [Section 8\(2\) of the Compulsory Purchase Act 1965 Act](#)

9. If the owner requires the acquiring authority to construct any bridge, culvert or other link between divided land, the acquiring authority may require the owner to sell them the piece of land if the following conditions are satisfied:
  - (a) the land is divided as to leave, either on both sides or on one side, a quantity of land which is less than half an acre, or which is of less value than the expense of making the communication between the divided land; and
  - (b) the owner has no other land adjoining that piece of land.
10. Any dispute as to the value of the piece of land, or the expense of making a link between the divided land, is determined by the Upper Tribunal (Lands Chamber)<sup>48</sup>.

#### Notice to treat: Procedure

11. The person upon whom the notice to treat is served for part only of the land is able to serve a counter-notice on the acquiring authority requiring them to take the whole of the land. There is no special form of counter-notice and it is sufficient for an owner to write to the acquiring authority requiring them to purchase the whole of their land. The courts have decided an oral notice may in exceptional circumstances be sufficient though this is not recommended. Where this does occur the acquiring authority should make an appropriate note and record this exchange with the owner of the land in writing.

#### *Counter-notice where the acquiring authority has not taken possession of the land*

12. A counter-notice must be served within:
  - (a) the period of 28 days beginning with the day on which the notice to treat for part of the land only (“land proposed to be acquired”) was served, or
  - (b) if it would end earlier, the period specified in a repeat notice of entry served in accordance with [section 11A of the 1965 Act](#).
13. On receipt of a counter-notice, the acquiring authority must, within the period of 3 months from the day on which the counter-notice is served, respond by either:
  - (a) withdrawing the notice to treat for the land proposed to be acquired;
  - (b) accepting the counter-notice and agree to take the whole of the land; or
  - (c) referring the counter-notice to the Upper Tribunal (Lands Chamber).

Where the acquiring authority refers the counter-notice to the Upper Tribunal (Lands Chamber) the referral must be done within the 3 month period.

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<sup>48</sup> [Section 8\(3\) of the Compulsory Purchase Act 1965 Act](#)

If the acquiring authority does not respond within the 3 month period they are to be treated as having served notice of a decision to withdraw the notice to treat for the land proposed to be acquired at the end of that period.

14. Where a counter-notice is served,
  - (a) any notice of entry under [section 11\(1\) of the 1965 Act](#) which has already been served on the owner for the land proposed to be acquired ceases to have effect, and
  - (b) the acquiring authority cannot serve a notice of entry (or a further notice of entry) on the owner under [section 11\(1\) of the 1965 Act](#) in respect of that land unless they accept the counter-notice or refer it to the Upper Tribunal (Lands Chamber).
15. Where an acquiring authority accepts a counter-notice:
  - (a) the CPO and the notice to treat are to have effect as if they included the whole of the land, and
  - (b) the authority may serve a notice of entry under [section 11\(1\) of the 1965 Act](#) in relation to the whole of the land.
16. Where an acquiring authority refers a counter-notice to the Upper Tribunal (Lands Chamber), the acquiring authority may serve a notice of entry under [section 11\(1\) of the 1965 Act](#) on the owner in relation to the land proposed to be acquired only.

*Counter-notice where the acquiring authority has taken possession of the land*

17. A counter-notice must be served within the period of 28 days beginning with the day on which:
  - (h) the owner first had knowledge the acquiring authority had entered on and taken possession of the land proposed to be acquired, or
  - (i) if later, the owner received any notice to treat.
18. On receipt of a counter-notice, the acquiring authority must, within the period of 3 months from the day on which the counter-notice is served, respond by either:
  - (a) accepting the counter-notice and agree to take the whole of the land, or
  - (b) referring the counter-notice to the Upper Tribunal (Lands Chamber).

Where the acquiring authority refers the counter-notice to the Upper Tribunal (Lands Chamber), the referral must be done within the 3 month period. If the acquiring authority does not respond within the 3 month period they are to be treated as having served notice of a decision to accept the counter-notice to take the whole of the land at the end of that period.

19. Where an acquiring authority accepts a counter-notice, the CPO and the notice to treat are to have effect as if they included the whole of the land. Where the acquiring authority has already served a notice to treat in relation to the land proposed to be acquired, the notice has effect as if it also included the whole of the land. Where the acquiring authority has not served a notice to treat, they must serve a notice to treat in relation to the whole of the land.

*Referral to the Upper Tribunal (Lands Chamber)*

20. If the acquiring authority refuses to take the whole of the land, the matter is referred to the Upper Tribunal (Lands Chamber). Where the matter is referred to the Upper Tribunal the acquiring authority can serve notice on the owner setting out a new vesting date for the land proposed to be acquired at any time before the Upper Tribunal determines the matter.
21. The Upper Tribunal (Lands Chamber) will seek to determine whether or not the severance of the land proposed to be acquired would:
- (a) in the case of a house, building or factory, cause material detriment<sup>49</sup> to the house, building or factory, or
  - (b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.
22. The Upper Tribunal (Lands Chamber) will consider:
- (a) the effect of the severance,
  - (b) the proposed use of the land proposed to be acquired, and
  - (c) if that land is proposed to be acquired for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.
23. No definitive guidance can be offered on the meaning of 'material detriment'. In the context of a commercial land, the Upper Tribunal (Land Chamber) has indicated a test would be whether the remaining part of the land would be 'less useful or less valuable in some significant degree'.
24. An example of the type of factor which the Upper Tribunal (Land Chamber) has taken into account is the effect on the amenity of a house caused by the loss of mature trees which provided privacy.
25. If the Upper Tribunal (Lands Chamber) determine the additional (or "specified" land) ought to be acquired by the acquiring authority the consequences are essentially the same as if the counter-notice had been accepted.

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<sup>49</sup> [Section 58 of the Land Compensation Act 1973](#)

However, it is for the Upper Tribunal (Lands Chamber) to specify the vesting date.

*Where the Upper Tribunal (Lands Chamber) determines more land should be acquired*

26. Where the Upper Tribunal (Lands Chamber) determines the acquiring authority be required to take the whole or an additional part of the land (“the additional land”), the CPO has effect as if it included the owner's interest in the additional land. If the acquiring authority has already served a notice to treat in relation to the land proposed to be acquired, the notice has effect as if it also included the owner's interest in the additional land.

27. If the acquiring authority has already entered on and taken possession of the land proposed to be acquired, the Upper Tribunal (Lands Chamber)’s power to award compensation under [section 7 of the 1965 Act](#) includes power to award compensation for any loss suffered by the owner by reason of the temporary severance of the land from the additional land.

28. Where the Upper Tribunal (Lands Chamber) determines the acquiring authority be required to take the additional land, and

- (a) the acquiring authority have served a notice to treat in respect of the land proposed to be acquired, and
- (b) authority have not yet entered on and taken possession of any of the land proposed to be acquired or the additional land,

the acquiring authority may withdraw the notice to treat in respect of the whole of the land at any time within the period of 6 weeks beginning with the day on which the Upper Tribunal (Lands Chamber) made its determination. If the acquiring authority withdraws the notice to treat they must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawal of the notice.

Any dispute as to the compensation will be determined by the Upper Tribunal (Lands Chamber).

[Click to view Best Practice Note 75 in Section E](#)

General vesting declaration (GVD): Provisions

29. Where the acquiring authority compulsorily acquires land by GVD, the counter-notice procedure requiring the purchase of land not originally in the GVD is governed by [Schedule A1 to the Compulsory Purchase \(Vesting Declarations\) Act 1981](#).

30. [Paragraph 1 of Schedule 1A to the Compulsory Purchase \(Vesting Declarations\) Act 1981](#) confirms if a GVD comprises part only of:
- (a) any house, building or factory; or
  - (b) a park or garden belonging to a house
- an owner who is able to sell the whole of the house, building, factory, park or garden may, by service of a counter-notice on the acquiring authority, require it to purchase their whole interest.

General vesting declaration (GVD): Procedure

31. An owner who has been served with notice of making of a GVD who believes the above circumstances are satisfied, may serve a counter-notice within 28 days of the date of the notice. Thus, the deadline for serving a counter-notice will be before the vesting date.
32. On receipt of a counter-notice the acquiring authority must decide whether to:
- (a) withdraw the notice to treat deemed to have been served in relation to part of the land only,
  - (b) accept the counter-notice, or
  - (c) refer the counter-notice to the Upper Tribunal (Lands Chamber).
33. The acquiring authority may not withdraw the notice to treat deemed to have been served in relation to part of the land only if the counter-notice was served on or after the original vesting date.
34. The acquiring authority must respond to a counter-notice within the period of 3 months from the day on which the counter-notice is served. If the acquiring authority decides to refer the counter-notice to the Upper Tribunal (Lands Chamber) the referral must be done within this 3 month period. Where the acquiring authority does not respond to a counter-notice within the 3 month period:
- (a) if the counter-notice was served before the original vesting date, the acquiring authority is to be treated as if they had withdrawn the notice to treat deemed to have been served in relation to part of the land only, or
  - (b) if the counter-notice was served on or after the original vesting date, the acquiring authority is to be treated as if they had served notice of a decision to accept the counter-notice and purchase of land not originally in the GVD.

35. Where the acquiring authority withdraws the notice to treat deemed to have been served in relation to part of the land only, the GVD is to have effect as if it did not include that land.
36. Where the acquiring authority accepts the counter-notice, GVD and the notice to treat deemed to have been served (and, where applicable, the CPO) are to have effect as if they included both:
- (a) the owner's interest in the part of the house, building or factory not originally in the GVD, and
  - (b) part of the land originally in the GVD.

The acquiring authority must serve on the owner a notice specifying the vesting date or dates for:

- (c) part of the land originally in the GVD, which must not be before the original vesting date (if the counter-notice was served before the original vesting date), and
- (d) the owner's interest in the part of the house, building or factory not originally in the GVD, which must be after the period of 3 months from the day on which the notice is served.

*Referral to the Upper Tribunal (Lands Chamber)*

37. Where the acquiring authority refers the counter-notice to the Upper Tribunal (Lands Chamber) and it was served before the original vesting date, any time before the Upper Tribunal (Lands Chamber) makes a determination, the acquiring authority may serve notice on the owner specifying a new vesting date for part of the land originally in the GVD which must not be before the original vesting date.
38. The Upper Tribunal (Lands Chamber) will seek to determine whether or not the severance of part of the land originally in the GVD would:
- (a) in the case of a house, building or factory, cause material detriment<sup>50</sup> to the house, building or factory, or
  - (b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.
39. The Upper Tribunal (Lands Chamber) will consider:
- (a) the effect of the severance,
  - (b) the proposed use of part of the land originally in the GVD, and
  - (c) if that land is proposed to be acquired for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.

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<sup>50</sup> [Section 58 of the Land Compensation Act 1973](#)

*Where the Upper Tribunal (Lands Chamber) determines more land should be acquired*

40. Where the Upper Tribunal (Lands Chamber) determines the acquiring authority ought to be required to take the whole or part of the owner's interest in the part of the house, building or factory not originally in the GVD ("the specified land"), the GVD and any notice to treat (and, where applicable, the CPO) are to have effect as if they included the owner's interest in the specified land.
41. The Upper Tribunal (Lands Chamber) will order a vesting date for:
- (a) the specified land, and
  - (b) any land originally in the GVD which has not vested in the acquiring authority and for which no vesting date has been specified.
42. If the vesting date for the specified land is after the vesting date for the land originally in the GVD, the Upper Tribunal (Lands Chamber)'s power to award compensation under [section 7 of the 1965 Act](#) includes power to award compensation for any loss suffered by the owner by reason of the temporary severance of the land originally in the GVD from the specified land.
43. Where the Upper Tribunal (Lands Chamber) determines the acquiring authority ought to take the whole or part of the specified land, and the vesting date has not passed in relation to:
- (a) the land originally in the GVD, and
  - (b) the specified land,

the acquiring authority may, within the period of 6 weeks beginning with the day on which the determination is made, withdraw the notice to treat in relation to the land originally in the GVD together with the specified land. If the acquiring authority withdraws the notice to treat, the GVD is to have effect as if it did not include this land. The acquiring authority will be required to pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawal of the notice. Any dispute as to the compensation will be determined by the Upper Tribunal (Lands Chamber).

Agricultural holdings: Notice to treat or general vesting declaration (GVD)

44. The [Land Compensation Act 1973](#)<sup>51</sup> contains provision enabling owners of interests in agricultural land to compel the acquiring authority to take more than just the land they require for their purposes. These provisions are in addition to the general provisions described above.

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<sup>51</sup> [Sections 55 – 57 of the Land Compensation Act 1973](#)

45. The provisions apply where:
- (a) an acquiring authority serve a notice to treat on a person who has a greater interest in the land than as a tenant for a year or from year to year (whether he is in occupation or not); or
  - (b) a notice to treat is deemed to have been served following a blight notice under the [1990 Act](#); or
  - (c) a GVD is made under the [Compulsory Purchase \(Vesting Declarations\) Act 1981](#) and there is therefore a deemed notice to treat.
46. The contents of the counter-notice which owners of interests in agricultural land may serve are as follows:
- (a) claiming that the part of the unit not being acquired is not reasonably capable of being farmed, either by itself or in conjunction with other relevant land, as a separate agricultural unit; and
  - (b) requiring the acquiring authority to purchase their interest in the whole of the land not being acquired.
47. The term 'other relevant land' (and therefore what land is to be requested to be acquired in the counter-notice) means:
- (a) land comprised in the same agricultural unit as the land to which the notice to treat relates, and in respect of which the claimant has a yearly tenancy; or
  - (b) land comprised in any other agricultural unit occupied by the claimant on the date of service of the notice to treat, being land in respect of which they are then entitled to a greater interest than as tenant for a year or from year to year.
48. The time limit for submitting a counter-notice is within two months beginning with the date of service of the actual or deemed notice to treat.
49. Where a counter-notice is served the owner is also required, within the period of two months, to serve a copy on any other person who has an interest in the land to which the requirement in the counter-notice relates. However, failure to comply with this provision will not invalidate the counter-notice.
50. Once the counter-notice is sent, the acquiring authority has two months within which to agree in writing to accept the counter-notice as valid.
51. If the counter-notice is accepted by the acquiring authority, they are deemed to have served a notice to treat in respect of the other land.

52. If the acquiring authority does not accept the counter-notice, either the owner or the acquiring authority may refer the claim in the counter-notice to the Upper Tribunal (Lands Chamber).
53. The Upper Tribunal (Lands Chamber) will then seek to determine whether the claim in the counter-notice is justified and declare the counter-notice valid or invalid.
54. Where a counter-notice is declared valid the acquiring authority shall be deemed:
  - (a) to be authorised to acquire compulsorily the land referred to in the counter-notice (as if a notice to treat had been served under the respective enabling act to which the original notice to treat refers); and
  - (b) to have served a notice to treat in respect of all of the land on the date stated in the notice to treat referring to the original land which the acquiring authority sought to acquire.
55. A claimant may withdraw a counter-notice at any time before:
  - (a) the compensation in respect of the land referred to in the counter-notice has been determined by the Upper Tribunal (Lands Chamber); or
  - (b) the end of six weeks beginning with the date of which the compensation is determined.
56. Where a counter-notice is withdrawn, any notice to treat deemed to have been served in respect of the land referred to in the accepted counter-notice shall be deemed to have been withdrawn.
57. A notice to treat, which is deemed to have been served as the result of a valid counter-notice, may not be withdrawn.
58. If, by the acceptance of a counter-notice in respect of the lessee's interest the acquiring authority becomes entitled to the lessee's interest, but not the interest of the lessor, the acquiring authority must offer to surrender the lease to the lessor on such terms as the acquiring authority considers reasonable.

59. The question of what terms are reasonable may be referred to the Upper Tribunal (Lands Chamber) by the acquiring authority or the lessor. If this matter has not been agreed three months after the date the acquiring authority offered to surrender the lease, the acquiring authority is required to refer this to the Upper Tribunal (Lands Chamber).
60. One month after the date of determination by the Upper Tribunal (Lands Chamber), or alternatively any date stated by the Upper Tribunal (Lands Chamber), the lessor shall be deemed to have accepted the surrender of the lease.

#### Minor agricultural tenancies

61. Where acquiring authorities have served notice of entry on a minor tenant (not following notice to treat) of an agricultural holding, the tenant may serve a counter-notice on the acquiring authority.
62. This notice must be served within the period of two months beginning with the date of service of the notice of entry. The counter-notice will:
  - (a) claim that the remainder of the holding is not reasonably capable of being farmed, whether by itself or in conjunction with other relevant land, as a separate agricultural unit; and
  - (b) elect to treat the notice of entry as a notice relating to the entire holding.
63. The meaning of 'other relevant land' in (a) above is:
  - (a) land comprised in the same agricultural unit as the agricultural holding; and
  - (b) land comprised in any other agricultural unit occupied by the claimant on the date of service of the notice of entry. This being land which they are then entitled to a greater interest than as a tenant for a year or from year to year.
64. Where acquiring authorities have served a notice to treat in respect of land in the agricultural holding:
  - (a) other than that to which the notice of entry relates; or
  - (b) in respect of other land as stated in the counter-noticethe land to which the notice to treat refers shall not form part of the holding and will not constitute other land with reference to the definition for purposes of the counter-notice.

65. The tenant must also serve a copy of the counter-notice on their landlord within the two month period, however failure to do this shall not invalidate the counter-notice.
66. On receiving a counter-notice, acquiring authorities have two months from the date of service of the notice, to agree in writing to accept the notice. If acquiring authorities do not agree, there then follows a further two months whereby either the claimant or the acquiring authority may refer the matter to the Upper Tribunal (Lands Chamber).
67. The Upper Tribunal (Lands Chamber) shall determine whether the claim in the counter-notice is justified and declare the counter-notice valid or invalid.
68. If the counter-notice is accepted or declared as valid and before the end of twelve months after this the claimant has given up possession of every part of the agricultural holding to the acquiring authority, the following shall occur:
  - (a) the notice of entry shall be deemed to have extended to the part of the holding to which it did not relate; and
  - (b) the acquiring authority shall be deemed to have taken possession of that part of the holding on the day before the expiration of the year of the tenancy which is current when the counter-notice is so accepted or declared.
69. If the claimant gives up possession of an agricultural holding to the acquiring authority; and the acquiring authority has not been authorised to acquire the landlord's interest in any part of the holding not subject to the CPO the following shall occur:
  - (a) immediately after the date on which the acquiring authority take possession of the land not subject to the CPO, it shall give possession to the landlord;
  - (b) the tenancy is treated as terminated on the date which the claimant gives up possession of the holding to the acquiring authority;
  - (c) if different parts are given up at different times it is the date the last tenancy is given up. This will not affect any rights or liabilities accrued to the tenant or the landlord before that date; and
  - (d) any rights or liabilities of the claimant in relation to the landlord which arise from the termination of the tenancy due to paragraph (b) above, shall become the rights and liabilities of the acquiring authority. Any questions as to payments in respect of these are to be referred to the Upper Tribunal (Lands Chamber).

70. It is worth noting that the procedure in (a) above is in contrast to the procedure where acquiring authorities serve a notice to treat, whereby the acquiring authority must merely offer to give up possession of the other land to the landlord.

## **Conveyancing**

Contents of this section:

[Conveyancing following acquisition by agreement](#)

[Conveyancing following notice to treat](#)

[Acquisition by general vesting declaration \(GVD\)](#)

[Owner unwilling to convey](#)

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[Other fees and costs](#)

[Value Added Tax – Compensation for compulsory purchase](#)

[Value Added Tax – Surveyors' fees](#)

### Introduction

71. The purpose of this section is to outline the procedure for conveying land which is acquired and to identify associated issues.
  
72. Conveyancing is normally carried out by the acquiring authority's appropriately experienced solicitor.

### Conveyancing following acquisition by agreement

73. If an agreement on the purchase price of land is achieved without the need for the use of compulsory purchase powers, it is usually the case a normal contract of sale governs the rights of the parties in accordance with ordinary conveyancing rules.

### Conveyancing following notice to treat

74. If the sale price is agreed after service of notice to treat, the acquisition is strictly pursuant to the exercise of compulsory purchase. However, the conveyance and title registration proceeds in the normal way. The same principle applies if the Upper Tribunal (Lands Chamber) determines the compensation.

### Acquisition by general vesting declaration (GVD)

75. Once a GVD comes into effect (is executed) the land and the right to enter it vests in the acquiring authority as if a deed poll has been executed under the [Compulsory Purchase Act 1965](#)<sup>52</sup>.

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<sup>52</sup> [Section 9 of the Compulsory Purchase Act 1965](#)

Rather than an actual conveyance taking place, on the date of execution of the GVD a conveyance is deemed to have taken place.

76. Title is registered by application to the Land Registry. A copy of the GVD must be provided and the title will be registered with the notation that it was vested in the acquiring authority.

#### Owner unwilling to convey

77. There is a specific procedure provided by [section 9 of the 1965 Act](#) where an owner refuses to accept the purchase money, fails to make out a title to the land or refuses to convey the land.
78. This process involves acquiring authorities paying the purchase money into court. A deed poll may then be executed which vests the land in the acquiring authority and entitles immediate possession, at which point the conveyance is deemed to have taken place. Whilst this procedure may be used following GVD, in practice it is easier to follow the vesting procedures.

#### Absent or untraced owner

79. Where an owner cannot be traced and the price has been settled under the statutory provisions provided by [section 5 of](#), and [Schedule 2 to, the 1965 Act](#), acquiring authorities may execute a deed poll after the awarded compensation has been paid into court.
80. This process may not be used if a GVD has been used<sup>53</sup>. Acquiring authorities should always be wary of squatters on land from which the original owner has moved pursuant to compulsory acquisition. If a compensation claim has yet to be finally determined, the risk of squatters establishing an adverse possession claim is small as the Courts will recognise an active interest in the land continues to be taken by the acquiring authority. Care needs to be taken, however, in a case where acquiring authorities decide to use the deed poll method. After executing a deed poll, adverse possession claims cannot be defeated simply by reliance on compensation provisions.

#### Mortgages

81. It is normal practice for acquiring authorities to deal with the issue of any mortgage at the time of conveyance.

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<sup>53</sup> [Section 10\(2\) of the Compulsory Purchase \(Vesting Declarations\) Act 1981](#)

82. The procedure is usually the same as with an ordinary conveyance. The mortgage will be paid off and a discharge obtained prior to the conveyance of the unencumbered interest.
83. There is an alternative statutory procedure provided by [section 14 of the 1965 Act](#) by which the lender's interest in the land may be conveyed or (in the absence of agreement) vested by deed poll in the acquiring authority. This requires the service of notice to treat on the lender which can be a complicated procedure.
84. The situation where the compensation is insufficient to pay off the outstanding mortgage ('negative equity') is dealt with by a statutory provision provided by [section 15 of the 1965 Act](#). In summary, acquiring authorities are required to agree with the mortgagee and the lender how the compensation is to be discharged. In the absence of agreement, the matter can be referred to the Upper Tribunal (Lands Chamber).

#### Advance payments

85. On conveyance, the amount of any advance payment must be taken into account in determining the amount to be paid. An advance payment is registerable as a Local Land Charge.

#### Interest

86. It will be necessary to calculate the amount of any outstanding interest at the time of completion. Interest is payable from the date of entry, to the date when compensation is settled.

#### Land Transaction Tax (LTT)

87. Land Transaction Tax (LTT) is payable on the whole of the price paid for the acquisition of an owner's interest. This includes any sums that comprise compensation, not only the value of the land interest. LTT becomes payable when the contract has been 'substantially performed'.
88. For acquisition following notice to treat, conveyance does not occur until compensation is settled (by agreement or otherwise) except in the unusual circumstances described above. LTT is therefore payable on the total contractual amount (the compensation) on registration of the conveyance, as with voluntary property transactions.

89. Where acquisition follows a GVD, LTT must be settled when title is registered. If the compensation has been determined at registration, LTT is charged on this amount.
90. If compensation has not been determined on registration, LTT will be charged on an estimation of the total value. This estimate must reflect the compensation due and must be prepared on a proper valuation basis by a qualified valuer. It should be supplied in the form of a written statement signed by the valuer and endorsed by an officer of the acquiring authority.
91. Acquiring authorities can avoid paying LTT<sup>54</sup> if the land or right which is the subject of the CPO is being developed by a third party. I.e. a land transaction under which an acquiring authority acquires a chargeable interest through a CPO which is made by the authority for the purpose of facilitating development by another person.

#### Conveyancing costs

92. Acquiring authorities are to bear all conveyancing related costs<sup>55</sup> which include:
- (a) all conveyances, assurances, outstanding terms or interests in the land;
  - (b) deducing evidencing, verifying title, terms or interests; and
  - (c) furnishing abstracts and making copies which the acquiring authority may require.
- Other legal costs are not recoverable under this heading.

#### Value Added Tax – Compensation for compulsory purchase

##### *(a) Land*

93. The compulsory acquisition of an interest in land represents a 'supply of goods' from a claimant to the acquiring authority for Value Added Tax (VAT) purposes. The incidence of VAT on the supply will follow the same rules as for any other supply i.e. VAT will be payable on those supplies normally subject to standard rating and those where the right to exemption has been waived.

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<sup>54</sup> [Section 30\(1\) of, and Schedule 21 to, the Land Transaction Tax and Anti-avoidance of Devolved Taxes \(Wales\) Act 2017](#)

<sup>55</sup> [Section 23 of the Compulsory Purchase Act 1965](#)

(b) *Disturbance items*

94. All disturbance items are considered by HMRC to be part of the consideration for the 'supply of goods'. As such, treatment of disturbance compensation will be as follows:

- (i) Where the claimant is not registered for VAT and the supply of land/buildings is exempt - VAT on any disturbance items should be paid as part of the compensation since the claimant will not be able to reclaim the VAT from HMRC.

Where the claimant is fully registered for VAT and the supply of land/buildings is exempt - VAT on any disturbance items should not be paid as part of the compensation unless the transaction would cause the claimant's total input VAT to exceed the de minimis limits (total input VAT relating to exempt supplies exceeds £7,500 per annum) as the claimant would be able to reclaim the VAT on the disturbance items from HMRC as input tax relating to the supply of the land/buildings to the acquiring authority. If the transaction caused the claimant's total input VAT to exceed the de minimis limits the claimant would be unable to reclaim the VAT on the disturbance items from HMRC and the amount may be reimbursed by acquiring authorities.

- (ii) Where the claimant is fully registered for VAT and the supply of land/buildings is standard or zero rated - VAT on any disturbance items should not be paid as part of the compensation as the claimant would be able to reclaim the VAT from HMRC as input tax relating to the supply of the land to the acquiring authority. However, the net amount of any disturbance items should be added to the compensation for land and VAT added to the total at the appropriate rate (20% or 0%) as compensation for disturbance is deemed to comprise part of the payment for the land taken

(c) *Severance and injurious affection*

95. Payments made in respect of severance and injurious affection are not considered to be a 'supply of goods' within the scope of VAT. This is because such payments are in respect of retained land and not in connection with the land being compulsory acquired. It is therefore important these payments are shown separately (when VAT is payable on the other heads of claim) including when dealing with advance payments.

## Value Added Tax – Surveyors’ fees

96. Surveyors’ fees are regarded as part of the consideration for the land compulsorily acquired and form part of the cost of the ‘supply’ of the land to acquiring authorities. As such, the payment by acquiring authorities to claimants in respect of surveyors’ fees would take the same status as the land, either:
- exempt,
  - standard rated or
  - zero rated,
- and any VAT on the total consideration (including the payment in respect of surveyors’ fees) would comprise the claimant’s output tax<sup>56</sup> charged to the acquiring authority in respect of the ‘supply’ of the land.
97. It is therefore necessary to ascertain the VAT status of the:
- (a) claimant (fully registered/partially exempt/not registered),
  - (b) land (exempt/standard rated/zero rated), and
  - (c) surveyor (fully registered/partially exempt/not registered).
98. Where the land is standard or zero rated, VAT on the consideration (including the payment in respect of surveyors’ fees) would be payable by acquiring authorities at the appropriate rate (20% or 0% as appropriate) and comprise the claimant’s output tax in respect of the supply of the land to the authority.
99. Where the claimant subsequently pays the fee to the surveyor, any VAT charged would be recoverable by the claimant from HMRC as the claimant’s input tax<sup>57</sup> in respect of the supply of land to the acquiring authority. Therefore, no other payment by acquiring authorities in respect of VAT on surveyors’ fees would be required.

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<sup>56</sup> I.e. issuing an invoice plus VAT (“output tax”)

<sup>57</sup> I.e. receiving an invoice for payment showing the price plus VAT (“input tax”)

100. Where land/property is exempt, no VAT (output tax) would be payable by acquiring authorities on the total consideration (including the payment in respect of surveyors' fees). However, depending upon the VAT status of the claimant, any VAT on the fee subsequently paid by the claimant to the surveyor may be reimbursable by acquiring authorities as a loss resulting directly from the compulsory acquisition, if not otherwise recoverable by the claimant as input tax in respect of the supply of land.

*Application of VAT to surveyors' fees*

101. The following can be applied to the payment of VAT in respect of surveyors' fees:
- (i) Property standard rated or zero rated  
Payment of VAT on surveyor's fee at the appropriate rate (at 20% or 0% respectively depending upon whether the land were standard or zero rated). This will comprise the claimant's output tax in respect of the supply of land to the acquiring authority. Any VAT subsequently charged to the claimant by the surveyor would be reclaimed by the former from HMRC as input tax on the transaction.
  
  - (ii) Property exempt and surveyor not registered for VAT  
No payment of VAT on surveyor's fee.
  
  - (iii) Property exempt and claimant not registered for VAT  
Where surveyor is registered for VAT, payment of VAT on surveyor's fee as claimant will not have the opportunity of reclaiming the VAT from HMRC.
  
  - (iv) Property exempt and claimant and surveyor registered for VAT  
Where the claimant is fully registered for VAT, no payment of VAT on surveyor's fee as this would be recoverable from HMRC by the claimant as input tax incurred in the supply of the land to the acquiring authority under the VAT de minimis rules.

Where, exceptionally, the claimant is fully registered for VAT but confirms the input tax incurred in respect of the compulsory acquisition will cause the de minimis limits to be exceeded (total input tax in respect of exempt supplies should not exceed £7,500 per annum and also 50% of claimant's total input tax) and thus cause the claimant to become partially exempt, payment of VAT on surveyor's fee because it represents input tax in relation to an exempt supply of land and is not reclaimable from HMRC.

Where a claimant has a partially exempt VAT status, payment of VAT on surveyor's fee because it represents input tax in relation to an exempt supply of land and is not reclaimable from HMRC.

*No land taken*

102. The payment of compensation for severance and injurious affection is not deemed to be a 'supply' for VAT purposes. Therefore, in cases where no land is taken, for example claims under [Part I of the Land Compensation Act 1973](#), the payment of VAT on the surveyor's fee will depend solely upon whether or not the surveyor is registered for VAT.

## **Blight Notices**

Contents of this section:

[Qualifying interests](#)

[Content and service of a blight notice](#)

[Response to a blight notice](#)

[The Upper Tribunal \(Lands Chamber\)](#)

### Background

103. Where the value of property has been reduced by planning or other proposals, the owner of a qualifying interest may be entitled to serve a 'blight notice' on the authority responsible for this, requiring them to buy the property at its untainted value. In short, the owner brings the threatened or prospective compulsory purchase forward and so negates the uncertainty which would otherwise make the property unmarketable, save at a significantly reduced price.
104. This Manual is concerned with the procedures for compulsory purchase rather than the broader subject of 'public development'. Accordingly, the consideration of the procedures relating to blight notices is restricted to the circumstances where blight arises as a result of the inclusion of a property in a CPO.
105. It should be recognised this circumstance is only one of many in which a blight notice may be served. A full list of the circumstances in which a blight notice may be served is set out at [Schedule 13 to the 1990 Act](#). A summary of those circumstances can be found at [paragraph 23 in Part 1 of Circular 003/2019](#).
106. Blight notices can be served when land is blighted in the legal sense i.e. see the meaning specified in [sections 149 – 171 of the 1990 Act](#). The purpose of blight notices is to compel acquiring authorities to purchase land in advance of their compulsory purchase needs in order to mitigate hardship.

### Qualifying interests

107. Only certain persons are entitled to serve a blight notice<sup>58</sup>. The person must show that on the date of service of the blight notice they have a qualifying interest because they are:
- (a) a residential owner-occupier of a private dwelling; or
  - (b) an owner-occupier of any property where the rateable value does not exceed a prescribed limit at date of service of the blight notice<sup>59</sup> ; or

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<sup>58</sup> [Section 149 of the Town and Country Planning Act 1990](#)

<sup>59</sup> The current annual value limit is prescribed in the [Town and Country Planning \(Blight Provisions\) \(Wales\) Order 2019](#)

- (c) an owner-occupier of an agricultural unit with 6 months' occupation of the whole or part; or
  - (d) certain mortgagees and personal representatives.
108. An owner-occupier is defined as a freeholder or lessee with at least 3 years unexpired term who has either occupied for at least 6 months or been in occupation for 6 months in the last 12 months and the property has been unoccupied since they vacated<sup>60</sup>.
109. An investment property owner is not entitled to serve a blight notice.

#### Content and service of a blight notice

110. A person with a qualifying interest and property within the qualifying circumstances may serve a blight notice on the appropriate acquiring authority.
111. Where a CPO is in force but a notice to treat has not been served, the claimant has to have made a reasonable attempt to sell/market the interest in the land<sup>61</sup>.
112. A blight notice must be in writing, state the interest in the land (for example, freehold or leasehold) and the statutory ground for serving a blight notice. There is a prescribed form for a blight notice set out in the [Town and Country Planning General Regulations 1992](#).

#### Response to a blight notice

113. Acquiring authorities have two months from the date of service to decide whether or not to accept or reject the blight notice. If no action is taken, the notice takes effect automatically.
114. If a blight notice is accepted or takes effect following the expiry of the two months, a notice to treat is deemed to have been served at the date of acceptance or expiry. The procedure for taking matters forward is then as set out above under the section on notice to treat.
115. If acquiring authorities do not wish to purchase the interest in the land they may serve a counter-notice. This must be served within the two month period and object to the blight notice on one of the following grounds:
- (a) no part of land is in a relevant category of blight;
  - (b) the acquiring authority does not propose to acquire any of the land;

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<sup>60</sup> [Section 168 of the Town and Country Planning Act 1990](#)

<sup>61</sup> [Section 150\(1\)\(b\) of the Town and Country Planning Act 1990](#)

- (c) the acquiring authority only proposes to acquire part;
- (d) on the date of the notice the claimant is ineligible; or
- (e) the interest of the claimant does not qualify.

116. If the claimant disagrees with the counter-notice, they may refer the matter to the Upper Tribunal (Lands Chamber) within 2 months of the service of the counter-notice and it will determine the matter.
117. If the Upper Tribunal (Lands Chamber) upholds the blight notice, there is a deemed notice to treat at either a date two months after submission of the blight notice or such date as the Tribunal directs.
118. A claimant may withdraw the blight notice at any time up to six weeks after the Upper Tribunal (Lands Chamber) has determined the compensation, unless the acquiring authority has already entered the land or executed a GVD.
119. Acquiring authorities have some discretion over the acceptance of blight notices. It can accept an invalid blight notice if it is convenient to acquire the property.

#### The Upper Tribunal (Lands Chamber)

120. If the claimant refers a counter-notice to the Upper Tribunal (Lands Chamber), they must demonstrate the counter-notice should be rejected. In other words, the burden of proof rests with the claimant. The exception to this is where the counter-notice is on the basis that no part of the land is to be acquired.
121. Where part only is required and this is the ground for objection, the claimant can decide whether to accept this or refer it to the Upper Tribunal (Lands Chamber). A two-month time period exists and the claimant must effectively withdraw their claim to have the entirety purchased.
122. The Upper Tribunal (Lands Chamber) will review any objection and will uphold it unless it considers it is not well founded. The position is different however where the basis of the objection is the acquiring authority does not require the land. In these circumstances the Upper Tribunal (Lands Chamber) is required not to uphold the objection unless it is shown to the satisfaction of the Tribunal that the objection is well founded.

123. If the Upper Tribunal (Lands Chamber) does not uphold an objection, it will declare the blight notice to be valid. Alternatively, if it upholds an objection on the ground the acquiring authority only proposes to acquire part of the land covered by the blight notice, it may declare the blight notice valid in respect of that part. Where a blight notice is declared valid in this manner, the acquiring authority concerned is deemed to have served a notice to treat and will acquire subject to compulsory purchase procedures and compensation<sup>62</sup>.

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<sup>62</sup> [Section 154 Town of the Country Planning Act 1990](#)

## Section C: A summary of the CPO process and timescales

| <b>CPO Stage</b>               | <b>Action by Acquiring Authority</b>   | <b>Statutory Timescale (if required)</b>                        |
|--------------------------------|--|---|
| Justification for making a CPO | Justifying the scheme in the public interest   |   |
|                                | Consideration of alternatives  |   |
|                                | Making the compelling case for the CPO   |   |
|                                | Choosing the appropriate enabling compulsory purchase power  |   |
|                                | Finance consideration  |   |
|                                | Formulation of the land acquisition strategy   |   |
| Preparing and making a CPO     | Identify land required   |   |
|                                | Engage and negotiate with affected parties   |   |
|                                | Seek in principle resolution to make CPO   |   |
|                                | Fulfil requirements set out in the in principle resolution and seek resolution to make CPO   |   |
|                                | Conduct land referencing   |   |
|                                | Prepare a draft CPO and submit to the Welsh Ministers for a technical pre-check  |   |
|                                | Finalise and advertise the CPO, serve statutory notices on affected parties  | Adverts must be place in local newspaper for 2 successive weeks |
|                                | Submit the CPO to the Welsh Ministers  |   |
| Consideration of the CPO       | Objection period   | 21 days minimum from date notices are served                    |
|                                | Where no objections received: <ul style="list-style-type: none"> <li>Local authority CPO - The Welsh Ministers can delegate confirmation decision to local authority providing certain statutory conditions are met;</li> <li>Other acquiring authorities: The Welsh Ministers proceed to issue their decision.</li> </ul> |   |

|                    |   |   |
|--------------------|---|---|
|                    | Objections received, the Welsh Ministers proceed with determination of the CPO by written representations unless an affected party asks to be heard or for a public inquiry to be held    |   |
|                    | Inspector produces a report with a recommendation for the Welsh Ministers   |   |
|                    | The Welsh Ministers consider the inspector's report and issues their decision on whether to:<br>(a) Confirm the CPO<br>(b) Confirm the CPO subject to modifications<br>(c) Refuse the CPO |   |
|                    | Where CPO confirmed, publish confirmation notice  | 6 weeks from date of decision   |
|                    | Period of legal challenge to CPO  | 6 weeks from date of decision   |
| Implementing a CPO | If no legal challenge/successful challenge, implement CPO and take title to land and possession via general vesting declaration or notice to treat  | 3 years from date CPO becomes operative i.e. date confirmation notice published |
| Compensation       | Where there is no dispute, compensation paid to affected parties  |   |
|                    | Where there is a dispute, referral to Upper Tribunal (Lands Chamber)  | Up to 6 years   |

## Section D: Checklists for the CPO preparation and submission stage of the CPO process

1. Case for the underlying scheme
  - Why is the scheme being undertaken?
  - What is the policy basis for the scheme?
  - Has a land requirement appraisal been carried out? If so, by whom?
  - Has a Land Acquisition Strategy been adopted?
  - How is the scheme to be funded?
  - How likely is it the scheme will proceed within a reasonable timescale?
  - Is a selected development partner involved and, if so, was the appointment compliant and on what terms?
  - Has an agreement with the selected development partner been signed? What indemnity is provided for the acquiring authority if the selected development partner fails to deliver<sup>63</sup>?
  - Is a risk assessment being prepared and who will prepare it?
  
2. Project management
  - How is the project to be communicated to affected parties and the wider local community? What engagement activities are planned?
  - When and what level is community involvement?
  - What is the mechanism to communicate between the community and the Council and the means of up-dating and engaging both?
  - Do you have the necessary resources and if not what is the cost?
  - What is the timetable for the process?
  - Who is responsible for the delivery of the project and auditing the process? A Senior Responsible Officer (SRO)?
  - Who are the core project team? For example, surveyor, planner, lawyer, engineer.
  - Are consultants required? If so, why?
  - Who is leading on the negotiating? The acquiring authority or selected development partner? If, selected development partner, demonstrate the negotiator is acting for the acquiring authority.
  - Is specialist compulsory purchase advice required? If so, why?
  - Who will be the programme manager at a public inquiry?
  - Who is the contact for technical advice at the local authority?
  - What are the project milestones?
  - What is the timescale for achieving the resolution in principle to make a CPO?
  - What is the timescale for achieving the resolution to make and seal a CPO?
  - What is the timescale for taking possession and title to land? Which procedure will be used: notice to treat or GVD?

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<sup>63</sup> A template indemnity agreement is provided in Appendix 20 in [Part Six](#) to this Manual.

3. Choosing the correct enabling compulsory purchase power
  - What does the guidance in [Circular 003/2019](#) stipulate?
  - What powers are appropriate to deliver the scheme and why?
  - Which well-being factors are contributing to the achievement of the scheme?
  - If the CPO is to be made under the [Housing Act 1985](#), has a quantitative and qualitative assessment been undertaken?
  
4. Considerations for justifying use of compulsory purchase powers
  - What does the guidance in [Circular 003/2019](#) stipulate?
  - What is the acquisition status of the land? How will this be audited by the acquiring authority and have negotiations commenced with affected parties?
  - Is a memorandum of agreement being considered?
  - What is the local and national planning policy status i.e. adopted local development plan policies and Planning Policy Wales?
  - Is a CPO likely to be blocked by planning? If so, how can this be mitigated?
  - Are there any other impediments to overcome?
  - What is required under the acquiring authority's standing orders to achieve a resolution to use its compulsory purchase powers?
  - What is the acquiring authority's justification for use of their compulsory purchase powers?
  - How does the public benefit outweigh private interest?
  - How have human rights been considered?
  - What is the acquiring authority's compelling case in the public interest? Why is it compelling and in the public interest?
  - What attempts have been made to acquire interests by agreement? Has a memorandum of agreement been offered?
  - Has a Settlement Agreement been entered into?
  - What are the economic, social, environmental and cultural sustainability well-being factors and how have they been considered?
  - What are the public sector equality and diversity factors and how have they been considered?
  - How does the use of compulsory purchase powers comply with the public sector duty under the [Well-being of Future Generations \(Wales\) Act 2015](#)?
  - How is the resolution in principle and/or resolution to make a CPO to be sought from the Council /Cabinet/Board?
  - What is the mechanism for translating the resolution into the Statement of Reasons?
  - What consideration has been given to the alternatives to the use of compulsory purchase powers?
  - What are the potential relocation options for affected parties?

5. Preparing the CPO

- What does the guidance in [Circular 003/2019](#) stipulate?
- Is Crown land involved?
- What steps have been undertaken to identify the owners? Have notices been put up or issued to affected parties requesting information? Who from the acquiring authority is documenting responses?
- Is there land in unknown ownership? If so, has diligent inquiry taken place?
- Is access required for survey and/or valuation purposes?
- Are there any special considerations such as statutory undertakers' land, listed buildings, open space, common land, National Trust Land? If so, how will this be mitigated?
- Which of the Welsh Ministers will be responsible for confirming the CPO? Where is the CPO to be submitted?
- Who is undertaking the preliminary information gathering exercise?
- Who is undertaking land referencing?
- Who is placing notices on the land to identify rights?
- Who is preparing the newspaper notice?
- What is the timescale for posting the notice in the newspaper?
- Is an objection tracker schedule being used? If so, who is responsible for maintaining and updating the tracker?
- Who is compiling the CPO Schedule?
- Who is compiling the general certificate?

## Section E: Best Practice

### Best Practice Note 1

1. Where a local authority is contemplating use of its compulsory purchase powers consideration may be given to whether best value for public money could be achieved by acquiring the land through agreement at a value which exceeds market value but is lower than the end overall cost of acquiring via a CPO. I.e. proceeding with a CPO could incur additional costs and resources such as preparing for and attending a public inquiry, paying reasonable professional fees and making statutory compensation payments.

[Click to return to paragraph 19](#)

### Best Practice Note 2

2. Acquiring authorities should keep detailed records of:
  - (a) all alternative options considered and conclusions reached, and
  - (b) all engagement and negotiation with affected parties including the results of attempts to purchase land by agreement.

The conclusions from these actions may form part of a Statement of Reasons.

[Click to return to paragraph 23](#)

### Best Practice Note 3

3. Acquiring authorities should consider undertaking a preliminary 'Political, Economic, Social, Technological, Legal, Environmental (PESTLE)' analysis to help refine the boundary of the site and the interests and/or rights to be acquired.

[Click to return to paragraph 31](#)

### Best Practice Note 4

4. Acquiring authorities should not be tempted to 'cherry pick' sites within an area, it is important a single red boundary line is decided on.

[Click to return to paragraph 34](#)

### Best Practice Note 5

5. Prior to exercising the powers, acquiring authorities should double check the interests intended to be acquired remain appropriate for the scheme.

[Click to return to paragraph 37](#)

#### Best Practice Note 6

6. It is important all third party rights have been identified and the implications of their existence on the scheme are understood. It should not be assumed rights will be extinguished by the exercise of compulsory purchase powers. It is advised acquiring authorities serve notices of the making of the CPO on all person who may be affected by the compulsory acquisition.

[Click to return to paragraph 47](#)

#### Best Practice Note 7

7. Information requisitioned early in the process may be inaccurate before the CPO is made. Whilst this may be avoided by making a subsequent requisition, acquiring authorities should consider whether carrying out the exercise twice might be perceived to be insensitive.

[Click to return to paragraph 53](#)

#### Best Practice Note 8

8. Before giving a commitment to affected parties to meet professional fees for negotiations acquiring authorities may wish to consider the following:
  - Can the professional adviser demonstrate experience of advising people affected by compulsory purchase?
  - Is the professional adviser bound by professional standards? For example, the Royal Institution of Chartered Surveyors has published a Professional Statement outlining the standards which its members must follow in advising on compulsory purchase.
  - Has the professional adviser been clear about the basis for the fees which will be charged?
  - Has the professional adviser been clear about circumstances where their fees may be recoverable from the acquiring authority and when?

[Click to return to paragraph 57](#)

#### Best Practice Note 9

9. Acquiring authority should follow its adopted and authorised procedures when taking a decision to make a CPO. The decision to proceed will need to be validly taken by an authorised committee, the full Council or the board, as appropriate.

[Click to return to paragraph 62](#)

#### Best Practice Note 10

10. Acquiring authorities should clearly show on a map accompanying the Resolution to Make a CPO Report the extent of all land it intends to purchase compulsorily with full justification of why the land is needed for the delivery of the purpose/scheme.

[Click to return to paragraph 65](#)

#### Best Practice Note 11

11. Acquiring authorities should not resolve to make a CPO and submit it to the Welsh Ministers unless they are ready to proceed with the underlying scheme.

[Click to return to paragraph 67](#)

#### Best Practice Note 12

12. Where the public benefits of taking compulsory purchase action can clearly be demonstrated it is more straightforward to achieve support for the scheme from the local community.

[Click to return to paragraph 68](#)

#### Best Practice Note 13

13. Acquiring authorities should advise the appropriate department of the local authority of the making of the resolution so its existence may be disclosed.

#### Best Practice Note 14

14. It is recommended an acquiring authority's 'Business Relocation Strategy' should:

- Establish the needs of the businesses likely to be affected as businesses may not need the same sized site or property as before.
- Assist in finding alternative premises and be proactive as this can help remove objections and reduce compensation claims.
- Provide a framework for relocations back into the scheme. For example, potential reduction in rents to affordable rental rates for 12 months for local businesses in order to retain them in the local community following completion of the scheme. Also, to allow them time to build themselves back up.
- Outline sale and lease-back arrangements to enable the agreement of certain leases up front and then the agreement of compensation for freehold at later stage in the process.

- Set out a guaranteed period of occupation.

A Business Relocation Strategy may also cover other matters such as:

- Agreeing a minimum level of compensation.
- The release of compensation early to facilitate relocation.
- Setting out a hardship policy.

[Click to return to paragraph 72](#)

#### Best Practice Note 15

15. An acquiring authority's Relocation Strategy should:

- Establish the needs of Council and affordable housing tenants i.e. relocation back into scheme, or off site.
- Provide a framework for 'double-moves' i.e. people in Phase 2 of the scheme moved into new housing completed in Phase 1.
- Determine how and when moving costs will be reimbursed.
- Ensure a policy/products/packages for shared equity and affordability gap are in place.

[Click to return to paragraph 73](#)

#### Best Practice Note 16

16. When undertaking large and complex CPOs it can take time to translate information obtained from land referencing into the form of a CPO Schedule and Map. For example, plot descriptions can be especially complex and some Table 2 interests require careful consideration.

[Click to return to paragraph 80](#)

#### Best Practice Note 17

17. Acquiring authorities may use the power to requisition information in [section 5A of the Acquisition of Land Act 1981](#) if difficulties are being experienced ascertaining who has an interest in the land.

#### Best Practice Note 18

18. When undertaking site visits to check the accuracy of the information received or to identify any other occupiers or interests, representatives of acquiring authorities should have good knowledge about the underlying acquisition scheme. Representatives should be prepared to answer any questions on the CPO honestly and set out the public benefits of the scheme consistently.

[Click to return to paragraph 85](#)

#### Best Practice Note 19

19. Those making enquiries on behalf of acquiring authorities should carry official identification and be thoroughly briefed about the scheme. They should give anyone who enquires about the scheme the contact details of an appropriate contact at the acquiring authority.

[Click to return to paragraph 87](#)

#### Best Practice Note 20

20. Acquiring authorities may wish to consider employing a specialist land referencing company if they do not have the appropriate experience and/or resources. This may help avoid any errors which could cause difficulties and possible failure of the CPO at a later stage.

[Click to return to paragraph 90](#)

#### Best Practice Note 21

21. Acquiring authorities are not required to undertake each step for each indicative level of reasonable inquiry set out in Part 5 of the Manual. However, before determining whether or not to confirm a CPO, the Welsh Ministers will expect acquiring authorities to demonstrate notices have been properly served and they have taken reasonable steps to establish the identity and address of the owner, lessee or occupier of the land (as the case may be).

[Click to return to paragraph 93](#)

#### Best Practice Note 22

22. Acquiring authorities should make early contact with the appropriate authority responsible for protecting or maintaining a site to ascertain whether their scheme for the site is likely to be acceptable.

For example, Natural Resources Wales for Sites of Special Scientific Interest or Cadw for Scheduled Ancient Monuments.

[Click to return to paragraph 117](#)

### Best Practice Note 23

23. Acquiring authorities should adopt an approach to numbering plots on the CPO Map which is easily followed. For example, start with a large plot and move consistently clockwise. If more than one CPO Map is used, these can be bound together and a key or masterplan including to indicate how the different sheets are interrelated.
24. The CPO Maps should be correctly referred to in the CPO as failure to do so can cause delays and potentially invalidate the CPO, or, if applicable, result in the CPO being modified by the Welsh Ministers. Sufficient topographical detail should be contained in the CPO Map so the situation of the land may be readily identified.
25. Throughout the preparation of the CPO, acquiring authorities are advised to cross check the Schedule and the Map.  
[Click to return to paragraph 131](#)

### Best Practice Note 24

26. Although not a requirement, it is in the interests of all parties that a Statement of Reasons is produced by acquiring authorities. In particular, its preparation will assist acquiring authorities test all aspects of the preparation and justification of a CPO.

### Best Practice Note 25

27. Acquiring authorities should consistently set out the benefits of the CPO scheme. I.e. the same benefits should be listed in the Resolution to Make a CPO Report; Statement of Reasons; all communications with landowners; and Statement of Case where a public inquiry is held. This is especially important where a number of different bodies are involved in the scheme as the same scheme benefits should be maintained by all.  
[Click to return to paragraph 137](#)

### Best Practice Note 26

28. Special category land should be identified during the land referencing exercise and noted in the CPO Schedule. It is important for acquiring authorities to explore certification and associated issues at an early stage in the preparation of the CPO. Extra time should be allowed to reflect the additional procedures.  
[Click to return to paragraph 143](#)

### Best Practice Note 27

29. Consider the impact of incorporating the Mining Code particularly if it is intended to convey the land acquired to a third party. The issue of future liability for compensation should be addressed specifically in these circumstances.

[Click to return to paragraph 146](#)

### Best Practice Note 28

30. It is advised acquiring authorities check their Standing Orders or equivalent rules to ensure the formalities for sealing will not cause delay.

[Click to return to paragraph 155](#)

### Best Practice Note 29

31. Although not required, it is helpful for acquiring authorities to append to certificates copies of the notice of making of a CPO as published.

[Click to return to paragraph 161](#)

### Best Practice Note 30

32. It is recommended site notices for the making of a CPO (see [Form 7 in the Schedule to the Compulsory Purchase of Land \(Prescribed Forms\) \(National Assembly for Wales\) Regulations 2004](#)) and publicising a public inquiry are checked weekly. Also, where land comprised in the CPO extends for more than 5 kilometres, site notices should be fixed:

- (a) at intervals of not more than 5 kilometres apart, and
- (b) on or near land in different ownership.

33. To address concerns about information not being available through either the damage or removal of site notices, acquiring authorities may wish to keep a record of weekly visits to check whether individual site notices are:

- (i) correct;
- (ii) damaged;
- (iii) missing; or
- (iv) replaced.

By keeping this record it will demonstrate the efforts made by the acquiring authority to publicise the CPO should a challenge be made by an objector on the ground of lack of publicity. Acquiring authorities may also wish to keep a photographic record of inspections to show dates and times.

[Click to return to paragraph 164](#) or [paragraph 204](#)

#### Best Practice Note 31

34. To advertise the making of a CPO widely, acquiring authorities may wish to publish notice of the making of a CPO in village/community magazines or newsletters circulating in the area of the CPO land.

[Click to return to paragraph 166](#)

#### Best Practice Note 32

35. There can be difficulty in proving receipt when using a Recorded Delivery or similar service. It may be preferable for acquiring authorities to arrange for personal service where practicable.

[Click to return to paragraph 170](#)

#### Best Practice Note 33

36. It is better to serve too many notices than too few. Where acquiring authorities have reached agreements with landowners to purchase land voluntarily but have to continue with a CPO to acquire other interests, those landowners should continue to be supported throughout the process and kept informed of the progress of the CPO and timescales.

[Click to return to paragraph 173](#)

#### Best Practice Note 34

37. The identification of owners of small parcels of land can be an obstacle. The compulsory purchase process can resolve this obstacle by creating a right to compensation if an unknown owner comes forward.

[Click to return to paragraph 175](#)

#### Best Practice Note 35

38. For the purposes of public inspection, a copy of the CPO (including the Schedule and Map) should be deposited at the offices of the acquiring authority and other venues such as public libraries. Acquiring authorities may wish to deposit CPO documents on their websites.

[Click to return to paragraph 179](#)

#### Best Practice Note 36

39. At public inquiry, objections can be submitted late in proceedings, i.e. often on the morning of the public inquiry, so acquiring authorities should bear this in mind.

[Click to return to paragraph 195](#)

#### Best Practice Note 37

40. Once a CPO is made and submitted to the Welsh Ministers, acquiring authorities should share information with and keep interested parties updated especially on timescales. This can be done by posting updates on websites or social media channels. Where objections are successfully resolved, acquiring authorities should continue to support the affected party throughout the compulsory purchase process.

[Click to return to paragraph 212](#)

#### Best Practice Note 38

41. Acquiring authorities may wish to secure a commitment from landowners/developers to enter into a Settlement Agreement and commence the CPO process in the background. If landowners/developers don't comply with the Settlement Agreement, acquiring authorities can then continue with the CPO which could save time and money.

[Click to return to paragraph 215](#)

#### Best Practice Note 39

42. Acquiring authorities should keep offers to landowners under review and update when necessary. It is to the benefit of acquiring authorities to try and settle or narrow issues to leave only 1 or 2 heads of claims for compensation.

[Click to return to paragraph 217](#)

#### Best Practice Note 40

43. During a site visit acquiring authorities may choose to arrange hospitality which should be kept to a minimum and be available to all parties to the public inquiry. This will ensure there can be no suggestion remaining objectors were disadvantaged.

[Click to return to paragraph 276](#)

#### Best Practice Note 41

44. Where possible, acquiring authorities should give affected parties more than the statutory minimum notice period for taking possession and entering on to the land.

[Click to return to paragraph 311](#)

#### Best Practice Note 42

45. The existence of a confirmed CPO is likely to affect adversely landowners and occupiers. Therefore, even though legislation allows acquiring authorities to wait up to 3 years before proceeding, they should aim to exercise the powers at the earliest opportunity unless there is a compelling reason for delaying

[Click to return to paragraph 314](#)

#### Best Practice Note 43

46. The serving of the confirmation notice on all parties who were notified of the making of the CPO may well mean in practice notices are served on owners who sold their interest to the acquiring authority since the CPO was made. Such owners or their professional representatives may consider acquiring authorities are being less than competent by sending them a copy of the confirmation notice. It is advised to explain in a covering letter this is a statutory requirement which applies even to those who no longer have an interest.

[Click to return to paragraph 316](#)

#### Best Practice Note 44

47. When serving the required decision notices on affected parties, it is helpful for acquiring authorities to advise them of:

- their rights,
- details of the programme of works for implementation of the scheme,
- the time limits which apply, and
- the ways in which the acquiring authority can provide support and assistance.

[Click to return to paragraph 319](#)

#### Best Practice Note 45

48. If there is uncertainty over the method of acquisition to be followed, a confirmation notice should be served containing the prescribed statement concerning the general vesting declaration procedure as this does not compel acquiring authorities to use the procedure.

[Click to return to paragraph 320](#)

#### Best Practice Note 46

49. If only some (rather than all) of the interests in a parcel of land are acquired by agreement then acquiring authorities may take the interest subject to any restrictions that exist. For example, if a lease is acquired, the covenants (such as restrictions on use) may continue to apply unless the superior interest is also acquired and the interests merged.

[Click to return to paragraph 325](#)

#### Best Practice Note 47

50. The use of the general vesting declaration procedure can allow schemes to proceed whilst protracted negotiations on compensation are carried out. Possession can also be taken under the notice to treat and notice to enter procedure whilst negotiations are completed.

[Click to return to paragraph 338](#)

#### Best Practice Note 48

51. When considering the use of compulsory purchase powers, acquiring authorities should adopt the following aspects of the advance acquisitions process:
- (a) Implementation of a fair and equal process regarding payment of compensation claims.
  - (b) Consideration of offering an undertaking to cover professional fees with a percentage being paid upfront and the remainder being reimbursed at completion of sale.
  - (c) Enter into negotiations for acquisition by agreement with a clear budget, have the funds available to complete the acquisition, and have a serious intention to purchase the property to prevent:
    - matters becoming protracted;
    - low offers and settlements being given;
    - hardship, resentment and entrenched positions being generated; and
    - a delay or cancellation of a transaction.
  - (d) Maintain goodwill and positive engagement with claimants in negotiations if the authority agrees to provide indemnity for fees and actual costs incurred by claimants which can help prevent:
    - delays to a scheme resulting in an overall reduction in costs;
    - reduction in financial losses by a business and the potential pre-acquisition losses in future compensation claims; and
    - the expense of preparing for and conducting a public inquiry.

[Click to return to paragraph 347](#)

#### Best Practice Note 49

52. A contract between parties relating to the acquisition of land which is beyond the powers of one of the parties (known as '*ultra vires*') may be unenforceable and/or give rise to liability to the other party.

[Click to return to paragraph 349](#)

#### Best Practice Note 50

53. If an acquisition by agreement will be on a different basis from a compulsory purchase, acquiring authorities should check this basis is acceptable for the purposes required.

[Click to return to paragraph 351](#)

#### Best Practice Note 51

54. Acquiring authorities should give consideration to the consequences of acquiring by agreement prior to notice to treat. In some cases, it may be preferable to serve the notice to treat before purchasing by agreement.

[Click to return to paragraph 364](#) or [paragraph 373](#)

#### Best Practice Note 52

55. Statutory undertakers should establish at an early stage whether they have any statutory restriction or internal policy guidance dealing with acquisition by agreement.

[Click to return to paragraph 366](#)

#### Best Practice Note 53

56. Careful consideration should be given to the terms of compensation offers made to ensure they do not prejudice future compulsory purchase proceedings i.e. referrals to the Upper Tribunal (Lands Chamber).

#### Best Practice Note 54

57. If there is any doubt over ownership, it is better for acquiring authorities to serve notice to treat on all potential owners.

Although a notice to treat does not authorise dispossession it can establish a relationship. It also triggers the procedure by which the acquiring authority can obtain entry.

[Click to return to paragraph 385](#)

#### Best Practice Note 55

58. It is appropriate to use the general vesting declaration procedure:
- (a) Where there is concern there may be interests about which little or no information is available or where interests have been acquired voluntarily by agreement so as to obtain a 'clean title'.
  - (b) Where there is a large number of interests or titles included in the CPO as the use of a general vesting declaration enables the acquiring authority to acquire title to the whole of the land under one instrument.
  - (c) Where it is necessary to deduce title to a developer, investor or tenant. The disadvantage is the use of this procedure may delay the acquiring authority in taking possession of the land for at least three months while the procedural requirements are being operated. However, if the procedure is commenced when the CPO is confirmed the delay can be minimised.

[Click to return to paragraph 430](#)

#### Best Practice Note 56

59. Acquiring authorities should allow extra days for the service of notices of making a general vesting declaration.

#### Best Practice Note 57

60. The period specified in the notice of making of a general vesting declaration should be long enough to allow those affected to organise their affairs and relocate, if possible.

To determine this, acquiring authorities should have had meaningful and open dialogue with affected parties throughout the process.

[Click to return to paragraph 441](#)

#### Best Practice Note 58

61. It may be possible for acquiring authorities to co-ordinate vesting dates with the date of entry for excluded interests.

[Click to return to paragraph 444](#)

#### Best Practice Note 59

62. Whilst acquiring authorities may delay entry for up to 3 years, it should be recognised this may cause significant uncertainty for affected parties. Acquiring authorities should therefore aim to enter at the earliest mutually agreeable date. Following the confirmation of the CPO may be an appropriate stage in the process for acquiring authorities to initiate this discussion.

[Click to return to paragraph 461](#)

#### Best Practice Note 60

63. Acquiring authorities should recognise uncertainty results from the lack of a definite date for entry and possession. Definite dates should be agreed with owners and this can help reduce uncertainty and possibly compensation.

[Click to return to paragraph 466](#)

#### Best Practice Note 61

64. Where difficulty in obtaining possession is anticipated acquiring authorities are advised to liaise with the sheriff over timing, as considerable resources may be needed including Police presence. It is sensible to arrange for the property to be secured immediately after possession is taken.

[Click to return to paragraph 477](#)

#### Best Practice Note 62

65. To ensure high standards of performance by contractors are maintained and kept under review, acquiring authorities should adopt appropriate management systems and allocate sufficient resource. This may prevent the reputation of an acquiring authority from being negatively affected by the poor performance of a contractor.

[Click to return to paragraph 480](#)

#### Best Practice Note 63

66. The certification procedure provided by [section 16 of the Acquisition of Land Act 1981](#) should be used rather than relying on the need for special Senedd procedure which can be time consuming and resource intensive. In practice, it is often possible to reach an agreement with statutory undertakers. This is usually on the basis of an undertaking by acquiring authorities to make provision for the reinstatement of operational equipment.

[Click to return to paragraph 506](#)

#### Best Practice Note 64

67. An application for a certificate under [section 19 of the Acquisition of Land Act 1981](#) should be made at the same time as the corresponding CPO is made and submitted for confirmation.

[Click to return to paragraph 507](#)

#### Best Practice Note 65

68. There is scope for valuing true cost of a CPO. For example, what the land is valued on the open market may not be what the acquiring authority pays as a result of the confirmed CPO i.e. home loss payments, disturbance, public inquiry costs, legal fees, relocation costs, professional fees including surveyors etc., will have to be taken into account. It is important acquiring authorities work through best case and worst case scenarios including impacts on budgets and timescales.

69. When providing a valuation acquiring authorities should quantify why a compensation figure is above the open market value. For example, inclusion of other heads of claim in the figure.

[Click to return to paragraph 518](#)

#### Best Practice Note 66

70. A delay in making an advance payment could lead to hardship to the claimant and may affect their ability to relocate, thereby increasing compensation. Acquiring authorities should ensure the payment is made at the earliest opportunity.

[Click to return to paragraph 521](#)

#### Best Practice Note 67

71. Acquiring authorities should encourage and remind claimants who wish to submit a claim for advance payment of compensation to do so with the appropriate level of evidence to substantiate and support their claim. This will enable it to be processed without unnecessary delay.

[Click to return to paragraph 522](#)

#### Best Practice Note 68

72. Disputes can be settled in the courts or in the Upper Tribunal (Lands Chamber) which can be costly and time consuming. If negotiations look as though they are breaking down, adopting an alternative dispute resolution technique is strongly recommended as an effective means of reaching agreement or narrowing issues.

[Click to return to paragraph 662](#)

#### Best Practice Note 69

73. Acquiring authorities should seek to agree the facts relevant to a dispute, irrespective of how it is to be resolved. The Upper Tribunal (Lands Chamber) will direct that a statement of facts agreed between the parties is submitted at an early stage in the proceedings. Early agreement of the facts can assist parties to resolve their differences.

[Click to return to paragraph 664](#)

#### Best Practice Note 70

74. Failure to proceed correctly before the Upper Tribunal (Lands Chamber) can prejudice a case and it is important to have the necessary knowledge and experience to deal effectively with a reference to the Upper Tribunal (Lands Chamber).

[Click to return to paragraph 668](#)

#### Best Practice Note 71

75. Acquiring authorities are encouraged to consider the benefits of adopting alternative dispute resolution techniques at all stages of the compulsory purchase process. It is particularly important prior to the submission of a CPO as this can save time and money for all parties. It can also help reduce the period of uncertainty for affected parties.

[Click to return to paragraph 673](#)

#### Best Practice Note 72

76. When deciding what costs to make relating to a CPO, the Upper Tribunal (Lands Chamber) may consider whether a party has unreasonably refused to use alternative dispute resolution techniques, even when the refusing party is otherwise successful.

[Click to return to paragraph 674](#)

### Best Practice Note 73

77. Using an alternative dispute resolution technique is highly recommended as an alternative to litigation. It is a relatively specialised area and is most effective when progressed by experienced practitioners.

[Click to return to paragraph 675](#)

### Best Practice Note 74

78. It may be possible to reach an agreement with an owner over problems caused by severance. For example, a highway authority may agree to purchase land for replacement sheep pens which need to be located to suit sheep handling practices.

[Click to return to paragraph 8 in Section B](#)

### Best Practice Note 75

79. Where an acquiring authority accepts a request to purchase the whole of the land it will have to finance a larger purchase than originally contemplated. However, when the scheme is completed the authority will have surplus land and the former owners should, in accordance with the 'Crichel Down Rules' contained in [Part 6 of Circular 003/2019](#), be given first opportunity to repurchase the land previously in their ownership provided it has not materially changed in character since acquisition. Where former owners do not wish to repurchase the land it may be suitable for sale in the open market.

[Click to return to paragraph 28 in Section B](#)

## Part Six - Appendices

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# Appendix 1 - Example of an Introductory Letter Regarding Proposed Regeneration Scheme

[INSERT NAME AND ADDRESS OF RECIPIENT e.g.

Ryan Tedbury,  
66 Bryn Hill  
Abervalley  
AB1 3CD]

Our Ref: [INSERT COUNCIL REFERENCE]

[INSERT DATE]

Dear Sir/Madam,

**Re: [INSERT NAME OF PROPOSAL e.g. Redevelopment of land at 1 – 4 Stryd Glyndwr]**

As you may be aware, the [INSERT NAME OF COUNCIL e.g. Cwm County Council] (the Council) recently commissioned a study into the [DESCRIBE NATURE OF THE REDEVELOPMENT PROJECT e.g. redevelopment of land at 1 – 4 Stryd Glyndwr]. The conclusions were that it was necessary for the [INSERT LOCATION OF LAND e.g. land at 1 – 4 Stryd Glyndwr] to be re-developed in order to improve the social, economic and environmental well-being of the residential area comprising of Stryd Glyndwr, Close Aberpennar and Clos Glyndwr, Abervalley. Following extensive public consultation, the Council has now formally adopted a policy seeking the redevelopment of the [INSERT LOCATION OF LAND e.g. land at 1 – 4 Stryd Glyndwr].

To achieve the redevelopment of the [INSERT LOCATION OF LAND e.g. land at 1 – 4 Stryd Glyndwr], it will be necessary for all of the existing owners and occupiers to give up their properties. To achieve this objective, the Council may need to make a compulsory purchase order (CPO).

This is a statutory procedure which allows the Council to compulsorily acquire all of the property required for the development.

However, the powers can only be used if approved by the Welsh Ministers, after the consideration of any objections.

The Welsh Government's CPO Manual provides technical guidance and best practice on navigating the CPO process. Part 3 of the Manual provides information on how landowners and interested parties can seek professional advice which I would encourage you to consider.

Although the Council may have to make a CPO, it would prefer to acquire the property required by agreement. Accordingly, I would like to arrange an initial meeting with you to discuss your property. I should therefore be pleased if you would contact me to arrange a convenient appointment. My contact details are:

[INSERT CONTACT DETAILS:

- [A.N.Other@ccc.gov.wales](mailto:A.N.Other@ccc.gov.wales);
- 03000 123456]

Yours sincerely,

[INSERT NAME AND TITLE OF FIRST POINT OF CONTACT AT COUNCIL e.g.

Mrs A.N Other,  
Stryd Glyndwr Project Manager,  
Cwm County Council]

Mrs A.N.Other  
Housing, Planning and Regeneration Directorate  
Cwm County Council Offices HQ  
Beth Industrial Estate,  
Abervalley  
AB1 8UJ

## Appendix 2 - Example Wording for a Council Resolution in Principal Decision to Make a CPO

### **RECOMMENDATION(S)**

The [INSERT NAME OF COMMITTEE e.g. Planning and Regulatory] Committee is requested to scrutinise the proposed decision by the Executive and the Executive is recommended to:

Agree in principle to use compulsory purchase powers pursuant to [INSERT RELEVANT POWERS e.g. section 226(1)(a) of the Town and Country Planning Act 1990] to acquire the land and new rights within the area described in the report and shown on the plan attached to this report, the Council being of the view that compulsory acquisition of the land may be necessary in order to secure the delivery of the Scheme and approval is given for the making of a Compulsory Purchase Order (CPO).

Authorise Officers to begin preparatory work to use its compulsory purchase powers and the application for statutory consents, licenses and orders to enable project delivery in a timely manner. All subject to the 'in-principle' decision being made, serving requisitions on landowners and appointing land referencing agents to thoroughly investigate all land interests, the preparation of a Statement of Reasons and all other necessary documentation.

That the Director for [INSERT TITLE OF RELEVANT DEPARTMENT e.g. Housing, Planning and Regeneration] be authorised to take all necessary steps to secure the making, confirmation and implementation of the CPO including negotiating and entering into agreements or undertakings with land owners setting out terms for the withdrawal of any objections to the CPO prior to its confirmation, including where appropriate seeking exclusion of land from the CPO and/or making arrangement for relocation of occupiers and payment of compensation and vesting of the land acquired in the ownership of the Council.

Note that, subject to officers using all reasonable endeavours to assemble the land by agreement / private treaty, a further detailed report and a Statement of Reasons will come forward to Members of the Executive in due course setting out the justification for the making of a CPO.

[That delegated authority is given to the [INSERT COUNCIL DELEGATION REFERENCE e.g. Director of Communities, Housing and Planning] to take all decisions necessary to progress and develop the schemes to full approval submission to the [INSERT NAME OF COMMITTEE e.g. Planning and Regulatory Committee] without further recourse to Cabinet.]

## Appendix 3 - Example of a Requisition Letter and Statutory Notice Requesting Information under S5A of the Acquisition of Land Act 1981

[INSERT NAME AND ADDRESS OF RECIPIENT e.g.

Ryan Tedbury,

66 Bryn Hill

Abervalley

AB1 3CD]

Our Ref: [INSERT COUNCIL REFERENCE]

[INSERT DATE]

### **IMPORTANT - THIS COMMUNICATION AFFECTS YOUR PROPERTY**

Dear Sir/Madam,

#### **Proposed redevelopment of the [INSERT DESCRIPTION OF LAND e.g. Land at 1 – 4 Stryd Glyndwr]**

We act on behalf of [INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] ("the Authority").

You may have already received a letter from the Authority explaining that we would be contacting you.

The Authority is considering making a Compulsory Purchase Order (CPO) to acquire land and interests in [INSERT DESCRIPTION OF LAND e.g. land at 1 – 4 Stryd Glyndwr] (the "Land"). A decision in principle has been made to proceed with the Order, but before a final decision to proceed is taken by the Authority, it requires details of all interests in the Land.

We enclose a set of plans in the annex to this letter which shows an area or areas of land edged red within the Land in which it is believed you have or may have an interest.

We have been instructed by the Authority to serve on you a Notice pursuant to Section 5A of the Acquisition of Land Act 1981 which requires you to provide information about your interest and those of others in the land edged red.

This information is required by the Authority to ensure all persons with a relevant interest in this Land are served with the appropriate statutory notices, kept informed throughout the process and to ensure all interests are recorded for compensation purposes.

Accordingly, we enclose a copy of the Notice together with a copy of the relevant statutory provisions for your information. We also enclose a reply form which will assist you in identifying the information sought by us and which you may use to provide this information. We ask you complete and return the form to us in the stamped addressed envelope provided attaching one copy of each of the plan(s). You retain one copy of the plan(s) for your records. If you disagree with the boundary shown on the plan(s), please identify the area of disagreement, on the plan(s) you return to us. In addition, if only part of the area shown on the plan(s) is subject to an interest owned by you, please identify this clearly on the plan(s) to be returned to us and (where appropriate) state which floors of the property are included or excluded, as the case may be.

We have been asked to inform you that the Authority continues to welcome direct discussions with you and the opportunity to meet with you at the property to discuss this matter. Please do not hesitate to contact the Authority on [INSERT TELEPHONE NUMBER AND E-MAIL ADDRESS e.g. 03000 123456 or [A.N.Other@ccc.gov.wales](mailto:A.N.Other@ccc.gov.wales) ] or at the address at the bottom of this letter to discuss or pursue further.

In any event, this letter is concerned with the collation of information in connection with the proposed CPO and you must provide the information required in the Notice in the stamped addressed envelope or to the address given at the bottom of this letter.

**Please note that failure to reply to this Statutory Notice within 14 days of service of the notice is a criminal offence and you may be liable to prosecution.**

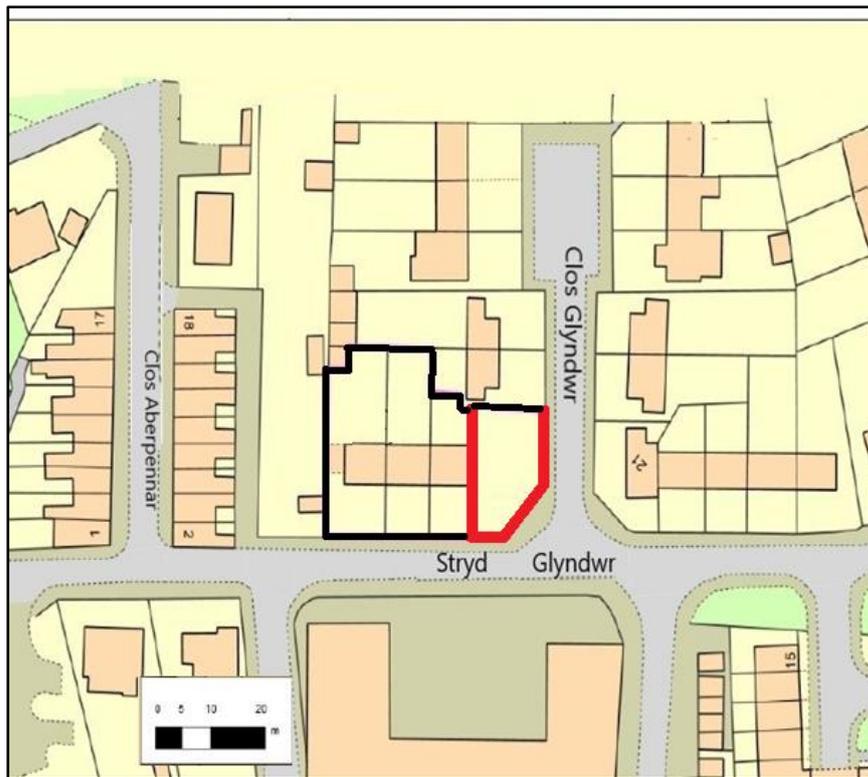
If you have any queries concerning this letter or the enclosed notice please contact [INSERT NAME OF FIRST POINT OF CONTACT AT COUNCIL e.g. Mrs A.N Other] at the address at the bottom of this letter or on [INSERT TELEPHONE NUMBER AND E-MAIL ADDRESS e.g. 03000 123456 or [A.N.Other@ccc.gov.wales](mailto:A.N.Other@ccc.gov.wales)] who will be pleased to assist.

Yours sincerely

[INSERT NAME AND TITLE OF RELEVANT DIRECTOR FROM THE COUNCIL e.g.  
John Maher,

Director for Housing, Planning and Regeneration]

## Annex – Plan indicating interest in the Land



Key:

Interest = Red

ACQUISITION OF LAND ACT 1981

STATUTORY NOTICE UNDER SECTION 5A

[INSERT NAME AND ADDRESSEE e.g. Ryan Tedbury]

Land: [INSERT DESCRIPTION OF LAND e.g. 1 – 4 Stryd Glyndwr]

To enable [INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] ("the Authority") to perform its functions in relation to the making of a Compulsory Purchase Order (CPO) pursuant to Section 226(1)(a) of the Town and Country Act 1990, the Authority in pursuance of Section 5A of the Acquisition of Land Act 1981 hereby requires you within **14 days** after the date of the service of this Notice to give the Authority in writing the following information (in relation to land shown on the plans with this notice and any other land in which you have an interest in the immediate vicinity):

- The nature of your interest in the land (for example freeholder, lessee, tenant, licence holder or otherwise) in the land.
- The name and address of each person whom you believe is in occupation of the land.
- The name and address of each person whom you believe to have any other interest in the land whether as freeholder, mortgagee, lessee, a person who directly or indirectly receives rent or (by agreement with a person interested in the land) is authorised to manage the land or to arrange for the letting of it or otherwise.

The required information should be sent to the Director of [INSERT TITLE OF RELEVANT DIRECTOR FROM THE COUNCIL FOLLOWED BY THEIR NAME e.g. Director for Environment, Housing, Planning and Regeneration John Maher] quoting reference [INSERT COUNCIL REFERENCE].

A form is enclosed on which the required information may be supplied.

**Failure to complete and return this notice within the timescale and/or knowingly or recklessly giving any material misstatement is a criminal offence.** Full details of the statutory provisions are enclosed with this notice.

Dated: [INSERT DATE]

**Statutory Notice Form**

**REPLY FORM TO REQUEST FOR INFORMATION**

To: [INSERT TITLE AND ADDRESS e.g. Director for Housing, Planning and  
Regeneration,  
Cwm County Council Offices HQ  
Beth Industrial Estate,  
Abervalley  
AB1 8UJ

In reply to your request for information under cover of the letter dated [INSERT DATE  
OF REQUISITION LETTER]

I HEREBY STATE that the answers to the questions set out below comprise a true and  
correct statement of all the information required by the Notice, so far as the same is or  
ought reasonably to be within my knowledge.

Signed: .....

Address:.....  
.....  
.....

Dated the ..... day of ..... 20...

Please note:

1. When giving particulars of a name all first names should be given as well as the  
surname;
2. When giving particulars of companies, the name of the company secretary or  
clerk, company number and registered office should be provided in addition to  
details of any preferred alternative person and/or address for service of future  
correspondence;

3. When giving particulars of a partnership or trust, please give details of all partners or trustees. If one or more partners or trustees are elected to receive future correspondence on behalf of the others, please clearly identify this person or persons;
4. If more space is required, please provide on a separate piece of paper and attach to this form.
5. Name of Owner (or Freeholder): .....
6. Address: .....  
.....  
.....
7. Please identify whether or not in occupation: Yes/No (delete as appropriate)
8. Name(s) of any Lessee or Tenant: .....
9. Address: .....  
.....  
.....
10. Please identify whether or not in occupation: Yes/No (delete as appropriate)
11. Particulars of the lease/tenancy (including the frequency of payment of any rent or monies and the term or length of the arrangement): .....
12. Name(s) of any sub-lessee or sub-tenant (if any): .....
13. Address: .....  
.....
14. Please identify whether or not in occupation: Yes/No (delete as appropriate)
15. Particulars of the sub-lease or sub-tenancy (including the frequency of payment of rent or monies and the term or length of the arrangement):  
.....
16. Name of any other person or party in occupation and details/terms of their occupation .....
17. Address: .....  
.....  
.....

18. Terms: .....
19. Particulars of any other person or party who directly or indirectly receives rent, or a person or party who (by agreement with a person interested in the land), is authorised to manage the land or to arrange for the letting of it):  
.....
20. Address: .....  
.....  
.....
21. Name(s) of any mortgagee or lender (if any): .....
22. Address: .....  
.....  
.....
23. Term or length of the loan arrangement: .....
24. Particulars of any other person or party who has an interest in the land or property (including rights of way, rights to services, rights to light, rights of riparian owners, profits à prendre and other easements together with restrictive covenants and any other encumbrances): .....
25. Address: .....  
.....  
.....
26. Particulars of the land benefiting from the interest: .....
27. Particulars of any other person or party having power to sell or convey or release the land or property: .....
28. Address: .....  
.....  
.....
29. Please confirm whether or not it is your understanding that the boundaries as shown on the plan (attached) correctly identify all the land in the vicinity in the ownership of the persons identified in this form. If not, please provide details. If the extent of the interest in the land shown is less please identify the correct area on the plan. If more, please identify on the plan, if possible.

If not possible, please confirm this and we may contact you again to verify the full extent of the interest:

.....

Please remember to:

- (a) Sign this form before returning it
- (b) Attach any additional sheets of paper and one copy of the plan with the Notice showing any amendments to the boundaries in accordance with Question 9 above.
- (c) Return in the Self-Addressed Envelope or to the above address clearly marked with reference [INSERT COUNCIL REFERENCE OUTLINED IN REQUISITION LETTER].

## Appendix 4 - Example of a Resolution to Make a CPO Report (non-Delegated to Officer Decision)

|                                     |  |   |
|-------------------------------------|--|---|
| <b>Report to:</b>                   | [INSERT NAME OF COMMITTEE e.g. Planning and Regulatory Committee]  | Date: [INSERT DATE OF COMMITTEE e.g. 5 December 2019] |
| <b>Report title:</b>                | [INSERT TITLE OF REPORT e.g. Report to the Planning and Regulatory Committee of the Cwm County Council - Resolution to make a Compulsory Purchase Order to Acquire Land at 1 – 4 Stryd Glyndwr Abervalley]   |   |
| <b>Report from:</b>                 | [INSERT NAME AND TITLE OF RELEVANT DIRECTOR FROM THE COUNCIL e.g. John Maher, Director for Housing, Planning and Regeneration]   |   |
| <b>Ward/Areas affected:</b>         | [INSERT NAME OF WARD/AREA AFFECTED BY DECISION e.g. Abervalley]  |   |
| <b>Chair</b>                        | [INSERT NAME OF COMMITTEE CHAIR e.g. Councillor Ruth Dudley, Chair of Planning and Regulatory Committee]   |   |
| <b>Author(s)/Contact Number(s):</b> | [INSERT NAME, TITLE, CONTACT DETAIL FOR LEAD OFFICIAL e.g. Mrs A.N Other, Stryd Glyndwr Project Manager, 03000 123456]   |   |
| <b>Corporate Plan Priorities:</b>   | <p>[LIST COUNCIL PRIORITIES DECISION WILL ADDRESS e.g.</p> <ul style="list-style-type: none"> <li>• Delivering a safe, attractive and vibrant town identified in the Cwm County Council 2018 – 2022 Corporate Plan “<i>Taking Us Forward</i>”.</li> <li>• Remove an impediment to the regeneration of the wider residential area which forms part of the Abervalley Town Centre Regeneration Framework (2015).]</li> </ul> |   |

### 1. Summary

[INSERT SUMMARY OF REPORT e.g.

- 1.1 The purpose of this report is to seek approval from the Planning and Regulatory Committee for the making of a compulsory purchase order (CPO) in respect of the land and interests needed to facilitate the redevelopment and improvement of land at Stryd Glyndwr and the wider the residential area comprising of Close Aberpennar and Clos Glyndwr in Abervalley (the Scheme) where the land and third party interests cannot be acquired through private treaty negotiations by the Council’s Asset Management Team.]

## 2. Recommendations

[INSERT PROPOSED RECOMMENDED ACTION e.g.

The Planning and Regulatory Committee is recommended to:

- 2.1 Pursuant to the Acquisition of Land Act 1981, to take all necessary steps to secure the making, confirmation and implementation of the CPO under section 226(1)(a) of the Town and Country Planning Act 1990 and Acquisition of Land Act 1981 to acquire all or part of the land shown by a broad red line on the Plan attached and described generally in Appendix A for the purpose of redeveloping and improving the land by securing mixed use development including residential, retail, A3, and car parking.
- 2.2 That the [Director for Housing, Planning and Regeneration] be authorised to:
  - (i) settle the final form and content of the CPO and all associated documentation ;
  - (ii) take all action needed to pursue the CPO and secure its confirmation including the publication and service of all notices and the presentation of the Council's case at any public inquiry;
  - (iii) to acquire interests in the land within the CPO either by agreements or compulsorily; and
  - (iv) approve agreements with land owners setting out the terms for the withdrawal of objections to the CPO including where appropriate seeking exclusion of land or new rights from the CPO and/or making arrangements for rehousing or relocation of occupiers.
  - (v) following confirmation of the CPO, implement the compulsory purchase powers and acquire title to and/or take possession of the land.]

## 3. Background

[OUTLINE BACKGROUND TO RECOMMENDED ACTION e.g.

- 3.1 The redevelopment and improvement of land at Stryd Glyndwr (the Scheme) will remove an impediment to the regeneration of the wider residential areas of Close Aberpennar and Clos Glyndwr in Abervalley which form part of the *Abervalley Town Centre Regeneration Framework* (2015). The Framework identifies key residential areas in Abervalley where regeneration investment is required, this includes the area covering Stryd Glyndwr, Close Aberpennar and Clos Glyndwr which rank highly in the Wales Index of Multiple Deprivation. The Scheme will involve improvements to the condition of the land which is currently of serious detriment to the visual amenity of the residential areas of Stryd Glyndwr, Clos Aberpennar and Clos Glyndwr.

This will be achieved through the refurbishment of existing derelict properties on the land, the provision of additional residential units to address the shortage of housing accommodation available in the county borough, improvements to the flow of traffic of the area through provision of off-street parking, and the creation of new green space. The Council is intending to undertake the Scheme implementation from January 2021 to March 2022.

- 3.2 The Council is committed to the regeneration of its key settlements through the Cwm County Council 2018 – 2022 Corporate Plan “*Taking Us Forward*” and a capital budget of £1.5M has been over the next two financial years (2020/21 – 2021/22) for Investment in Regeneration. It is estimated the development cost for the Scheme will be up to £450k.
- 3.3 To realise the full benefits of the Scheme and implement fully compliant comprehensive improvements for the wider community, interests in private land are required on the land at Stryd Glyndwr.
- 3.4 The purpose for which the land is being acquired fits with the *Abervalley Town Centre Regeneration Framework (2015)* and the Cwm County Council 2018 – 2022 Corporate Plan “*Taking Us Forward*”. The land is allocated for mix usage in the adopted Cwm County Council Local Development Plan (LDP) 2015 – 2030 and accords with Planning Policy Wales.
- 3.5 The Council’s Asset Management Team has contacted landowners and others with interests in the land where they could be identified to acquire the land by private treaty in order to facilitate acquisition of the land and interests required to deliver the Scheme. This process is ongoing and discussions are under way with a view to acquiring the necessary land interests and rights to deliver the Scheme by agreement. However, some landowners/interested parties have not responded to the Council’s approaches. Given this position, the Council is of the view it may not be possible to acquire all the necessary interests or land by negotiation in time to deliver the Scheme. As a result, the authority to proceed with making a CPO is required which will continue in tandem with negotiations with the landowners/interested parties to acquire the land by agreement.]

#### 4. Reasons for recommendations

[OUTLINE REASONS FOR RECOMMENDED ACTION e.g.

- 4.1 The Scheme will involve the redevelopment and improvement of land known as 1-4 Stryd Glyndwr which will have a positive impact on the wide residential areas of Close Aberpennar and Clos Glyndwr in Abervalley. The land is situated in the residential area of Stryd Glyndwr and identified as property numbers 1 – 3, grazing land known as number 4 Stryd Glyndwr, and vacant scrub land adjacent to land known as number 4 Stryd Glyndwr. The existing uses on the land mainly comprises of three derelict, empty properties (numbers 1 – 3 Stryd Glyndwr) with the eastern part of the land being vacant and used for occasional grazing uses.
- 4.2 The land is in poor condition and was previously occupied by four residential properties. Three of the properties remaining on site have been unoccupied since 2000 and one of the properties (4 Stryd Glyndwr) suffered extensive fire damaged in 2005 and was demolished in 2006. The site of the former property has remained derelict and undeveloped. The three remaining properties (1 – 3 Stryd Glyndwr) on the land have deteriorated significantly due to the lack of maintenance. The land is unsightly, neglected and considered an eyesore by nearby surrounding residents and the local community council. The land is also subject to frequent littering, dog fouling, fly-tipping and attracts antisocial behaviour which has deterred private sector investment.
- 4.3 The Scheme comprises of the refurbishment of three terraced houses (numbers 1 – 3 Stryd Glyndwr) into mixed use including residential development, retail and A3 uses. Residential development is also planned for the vacant plot of land formerly known as 4 Stryd Glyndwr along with a communal garden to serve the residential areas of Stryd Glyndwr, Clos Aberpennar and Clos Glyndwr and provision for off-street car parking.

These proposals will improve the economic, social and environmental well-being of the area by:

- improving the general condition of the land;
- improving both the negative image and social space of Stryd Glyndwr;
- creating an attractive environment for residents and visitors to the town along with investment opportunities for the private sector;
- providing additional residential units to address the shortage of housing accommodation available in the county borough;
- improving the flow of traffic of the area and safety of residents through the provision of off-street parking;
- creating a new green space in the heart of the community which will lower housing density and provide a focal point and asset for residents; and
- attracting economically active residents into the area and in turn creating a more balanced, stable and sustainable community.

This will boost the level of activity and vibrancy of the area, therefore supporting regeneration and economic growth in the wider area of Abervalley.

- 4.4 From a sustainability perspective, the creation of green space will remove harmful contaminants from the ground and the provision of off-street car parking will result in improvements to the traffic flow which will assist in reducing the level of harmful pollutant emissions from vehicles in area.
- 4.5 Based on the Scheme design and following initial site audit and land searches, four plots (the CPO land) are identified as required along Stryd Glyndwr. The CPO land map is included at Appendix A which also details the principal landowners and plot areas in red edged. The CPO plots are essential to implementing the redevelopment and improvement of this residential area.
- 4.6 The Scheme proposals have been strongly supported by local stakeholders including residents, community groups, community town council, statutory authorities, and businesses. The Council has undertaken technical studies and early engagement with relevant partners to ensure that implementation can be completed by March 2021.
- 4.7 It is critical that the CPO land is acquired by the council by November 2020 to allow sufficient time to complete the Scheme by March 2021. If the CPO is not confirmed due to objection(s), the CPO will be considered either by way of a public inquiry or the exchange of written representations . This can take between six to nine months to resolve. Therefore, the CPO needs to be submitted to the Welsh Ministers in February 2020. The Council's Asset Management Team will continue to negotiate with landowners to acquire land by agreement in tandem with the CPO process.]

## 5. Options considered

[OUTLINE OPTIONS CONSIDERED e.g.

- 5.1 The Scheme design has been developed in consultation with key stakeholders. Careful consideration has been given to the extent of the land and rights to be included in the CPO and whether it is necessary to include all of these. The site specific circumstances such as existing plot boundaries, site access and present use were taken into account when finalising the Scheme layout.
- 5.2 A public consultation exercise was carried out between June and August 2019 to obtain the views of interested persons, businesses and organisations on the Scheme. Letters were distributed to local residential and business properties which could be physically affected by the proposals and land required, informing them about the Scheme and offering individual consultations and inviting them to public consultation event in September 2019. The public consultation event was held over a two-day period at the Abervalley Community Centre on 1 and 2 September 2019. At these meetings the implication of the proposals and the potential effect on the individual properties was explained, along with the compulsory purchase process and compensation issues. It was confirmed the Council would prefer to negotiate to acquire the land affected by agreement. The Scheme design was revised following the public consultation feedback in order to address the concerns raised by the local residents.

Where feasible, the CPO land area was reduced to address concerns, without compromising the Scheme design.

- 5.3 If the CPO is not made the only way of acquiring the land and interests needed to deliver the Scheme would be by agreement. It is clear however that unless the CPO is made and confirmed, the Council would be unlikely to assemble the land and interests needed within a reasonable timescale to support the Scheme. It is intended to acquire all land interests by agreement if possible but the CPO is a necessary safety precaution. Without the use of compulsory purchase powers there is a significant risk that the regeneration of Stryd Glyndwr and the wider areas of Close Aberpennar and Clos Glyndwr in Abervalley would be significantly delayed or not completed at all. Delivery of the Scheme is reliant on timing and spending the allocated Council funding by the end of March 2021.]

## 6. Financial and legal impacts and implications

[OUTLINE FINANCIAL AND LEGAL IMPACTS AND IMPLICATIONS OF RECOMMENDED ACTION e.g.

### *Financial*

- 6.1 The acquiring authority has allocated capital funding from existing resources for the initial acquisition of the land. This funding will enable the acquiring authority to complete the compulsory acquisition within the statutory period following confirmation of the CPO. There is an allowance to cover any additional legal costs associated. Valuations are to be carried out to establish the appropriate value which will then be subject to negotiations case by case.

### *Legal*

- 6.2 The compulsory purchase process is governed by law, principally the Acquisition of Land act 1981. There is a public and lawful process which must be followed by the Council to secure the Welsh Ministers' confirmation of the CPO.
- 6.3 Under section 226(1)(a) of the Town and Country Planning Act 1990 the Council has the power, on being authorised to do so by the Welsh Ministers, to acquire compulsorily any land in their area if it thinks the acquisition will facilitate the carrying out of development, re-development or improvement on or in relation to the land. The Council must not exercise the power under section 226(1)(a) unless it thinks the development, re-development or improvement is likely to contribute to the achievement of any one or more of the following objects:
- (a) the promotion or improvement of the economic well-being of their area;
  - (b) the promotion or improvement of the social well-being of their area;
  - (c) the promotion or improvement of the environmental well-being of their area.
- 6.4 The Welsh Ministers will only confirm the CPO if they are satisfied there is a compelling case in the public interest to do so.

- 6.5 The Council has been in contact and initiated discussions with those whose land and interests are required, and are seeking to acquire the land and interests by agreement. These efforts to acquire the land and interests by agreement will continue. However, it is clear that without the use of compulsory purchase powers it will not be possible to acquire all of the required land and interests within a reasonable timeframe.
- 6.6 Those who wish to object to the CPO may do so and are entitled to request a public inquiry be held to consider the case for, and the objections to, the CPO. Those whose land and interests are acquired will be entitled to compensation calculated on the basis of legislation and related case law.
- 6.7 The preparation of a CPO and related documents is a technical and complex area carrying a risk of challenge. The Council will retain experienced legal advice throughout the process.

### *Planning*

- 6.8 The Council (as the acquiring authority) will need to demonstrate the Scheme is unlikely to be blocked by any physical or legal impediments to implementation, for example works requiring planning consent. Where planning permission will be required for a scheme, and permission has yet to be granted, the Council will need to demonstrate to the Welsh Ministers there are no obvious reasons why it might be withheld. The CPO land does not have any significant planning constraints such as a Conservation Area, Listed Buildings, Scheduled Ancient Monument or environmental designations which would prevent public realm and highway improvement works. Formal discussions with the Local Planning Authority have taken place to fully understand the planning material considerations and requirements of the Scheme. Planning permission for the Scheme was granted on 1 October 2019 (planning application no. 007/19).

### *Human Rights*

- 6.9 Consideration must also be given to the interference of rights protected by the Human Rights Act 1998, including Article 8 (respect for private and family life and home) and Article 1 (the right to peaceful enjoyment of property) of the European Convention on Human Rights. A decision to make a CPO must strike a fair balance between the public interest associated with the regeneration of the land and interference with private rights.
- 6.10 The Council considers that there is a compelling case in the public interest for the exercise of the Council's CPO powers and that as a result any interference with the private rights of those affected as a result of the CPO would be lawful, justified and proportionate.

### *Equalities and Diversity*

6.11 The public sector equality duty under section 149 of the Equality Act 2010 requires the Council to have due regard to:

- (i) the need to eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act 2010, and
- (ii) the need to advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it. “Protected characteristics” are: gender, race and disability, sexual orientation, age, religion or belief, pregnancy and maternity and gender reassignment.

6.12 The Council is committed to improving the quality of life for all and wider participation in the economic, educational, cultural, social and community life in the county borough.

6.13 The delivery of the Scheme will enhance connectivity with access to housing, jobs, goods and services and improve the infrastructure, facilities and accessibility of the local area.

### *Publicity*

6.14 The recommended course of action does not require the carrying out of general consultation. However, compulsory purchase legislation requires the making of the CPO be advertised in local newspapers and via site notices prior to and after confirmation from the Welsh Ministers.

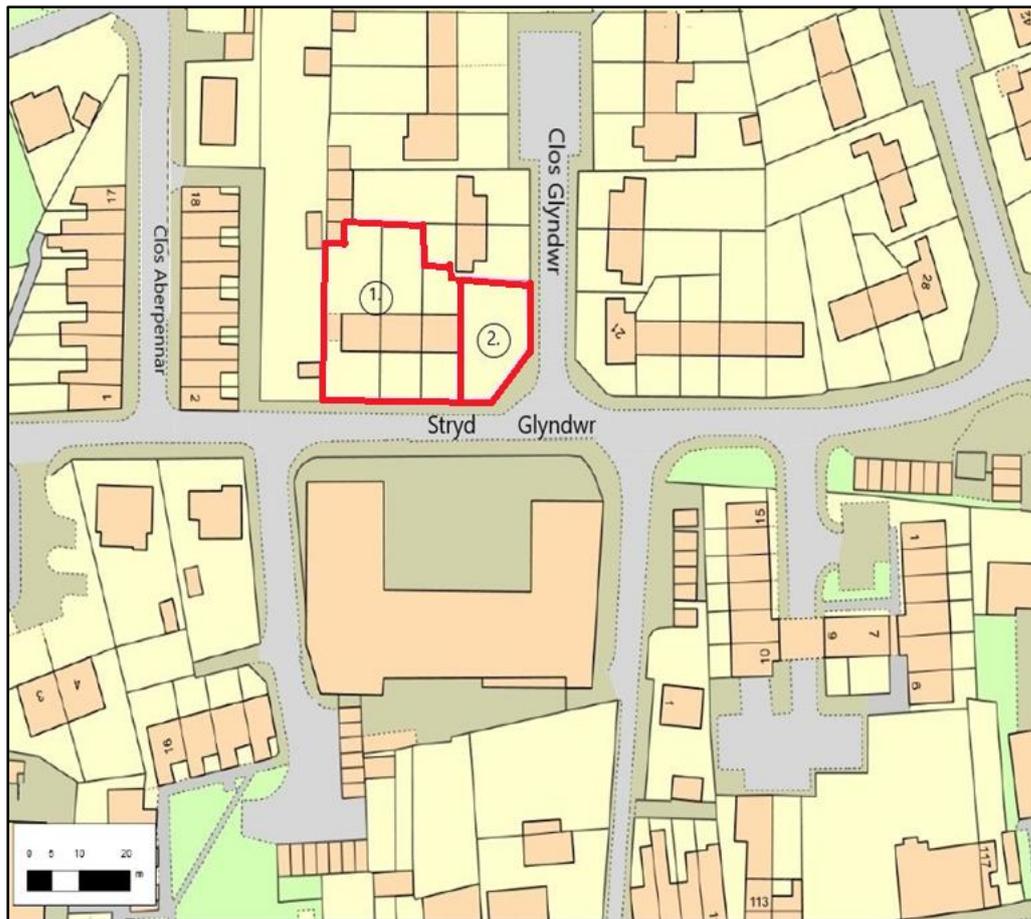
6.15 The recommended course of action is not a local issue under the Council's Constitution and consultation with Local Members is not required. However, Local Members have been sent a copy of this report for information.]

### 7. Appendices and background documents

[INSERT RELEVANT DOCUMENTS/PLANS ETC e.g.

| Appendix | Title                                      |
|----------|--|
| A        | CPO Plan, Schedule of Plots and Area       |
| B        | Statement of Reasons                       |
| C        | Relevant correspondence/inspection reports |

Appendix A - CPO Plan, Schedule of Plots and Area



| Plot number of map | Extent, description and situation of the land  | Details of owners or reputed owners                           |
|--------------------|--|---|
| 1                  | All interests in 400 square metres of derelict land known as 1, 2 and 3 Stryd Glyndwr  | ABC Limited, Enterprise Centre, Park Road, Abervalley AB1 2CD |
| 2                  | All interests in 69 square metres of grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr and on the junction with Clos Glyndwr | Ryan Tedbury, 66 Bryn Hill Abervalley AB1 3CD                 |

Appendix B – [ATTACH A COPY OF THE STATEMENT OF REASONS]

Appendix C – [ATTACH COPIES OF RELEVANT CORRESPONDENCE/SITE  
INSPECTION REPORTS]

# Appendix 5 - Example of a Resolution to Make a CPO Report (Delegated to Officer Decision)

OFFICER DECISION: REPORT

ADDRESSED TO: [John Maher, Director for Housing, Planning and Regeneration]

PREPARED BY: [Stryd Glyndwr Lead Project Manager]

TITLE OF REPORT: [Request to Make a Compulsory Purchase Order in Respect of Land at 1 – 4 Stryd Glyndwr, Abervalley]

PROPOSAL: [**The recommended decision is:**

- (i) To make a compulsory purchase order (CPO) in respect of the land known as 1-4 Stryd Glyndwr and the CPO be submitted to the Welsh Ministers for confirmation.

**The reason for the recommended decision is:**

- (ii) The land known as 1-4 Stryd Glyndwr is unlikely to be improved or returned to beneficial use or occupation within a reasonable timescale. Since there is no real prospect of the land being returned to residential use voluntarily by the current land owners, acquisition of the land and the corresponding interests through the making of a CPO to facilitate the redevelopment and improvement of the land at Stryd Glyndwr and the wider residential area comprising of Close Aberpennar and Clos Glyndwr in Abervalley is the most effective course of action where the land and third party interests cannot be acquired through private treaty negotiations by the Council's Asset Management Team.]

## 1. Purpose

[OUTLINE PURPOSE OF REPORT e.g.

1.1 This report is to ensure a proper and reasonable decision can be taken on the above proposal and:

- (a) contains and appends all the information necessary to make a proper decision;
- (b) contains and appends all the advice given in relation to the proposal; and
- (c) has been prepared in accordance with the Council's Specific Delegations to Officers.]

## 2. Background

[OUTLINE BACKGROUND TO RECOMMENDED ACTION e.g.

- 2.1 The redevelopment and improvement of land at Stryd Glyndwr (the Scheme) will remove an impediment to the regeneration of the wider residential areas of Close Aberpennar and Clos Glyndwr in Abervalley which form part of the *Abervalley Town Centre Regeneration Framework* (2015). The Framework identifies key residential areas in Abervalley where regeneration investment is required, this includes the area covering Stryd Glyndwr, Close Aberpennar and Clos Glyndwr which rank highly in the Wales Index of Multiple Deprivation. The Scheme will involve improvements to the condition of the land which is currently of serious detriment to the visual amenity of the residential areas of Stryd Glyndwr, Clos Aberpennar and Clos Glyndwr. This will be achieved through the refurbishment of existing derelict properties on the land, the provision of additional residential units to address the shortage of housing accommodation available in the county borough, improvements to the flow of traffic of the area through provision of off-street parking, and the creation of new green space. The Council is intending to undertake the Scheme implementation from January 2021 to March 2022.
- 2.2 The Council is committed to the regeneration of its key settlements through the Cwm County Council 2018 – 2022 Corporate Plan “*Taking Us Forward*” and a capital budget of £1.5M has been over the next two financial years (2020/21 – 2021/22) for Investment in Regeneration. It is estimated the development cost for the Scheme will be up to £450k.
- 2.3 To realise the full benefits of the Scheme and implement fully compliant comprehensive improvements for the wider community, interests in private land are required on the land at Stryd Glyndwr.
- 2.4 The purpose for which the land is being acquired fits with the *Abervalley Town Centre Regeneration Framework* (2015) and the Cwm County Council 2018 – 2022 Corporate Plan “*Taking Us Forward*”. The land is allocated for mix usage in the adopted Cwm County Council Local Development Plan (LDP) 2015 – 2030 and accords with Planning Policy Wales.
- 2.5 The Council’s Asset Management Team has contacted landowners and others with interests in the land where they could be identified to acquire the land by private treaty in order to facilitate acquisition of the land and interests required to deliver the Scheme. This process is ongoing and discussions are under way with a view to acquiring the necessary land interests and rights to deliver the Scheme by agreement. However, some landowners/interested parties have not responded to the Council’s approaches. Given this position, the Council is of the view it may not be possible to acquire all the necessary interests or land by negotiation in time to deliver the Scheme. As a result, the authority to proceed with making a CPO is required which will continue in tandem with negotiations with the landowners/interested parties to acquire the land by agreement.]

### 3. Reasons for recommendations

[OUTLINE REASONS FOR RECOMMENDED ACTION e.g.

- 3.1 The Scheme will involve the redevelopment and improvement of land known as 1-4 Stryd Glyndwr which will have a positive impact on the wide residential areas of Close Aberpennar and Clos Glyndwr in Abervalley. The land is situated in the residential area of Stryd Glyndwr and identified as property numbers 1 – 3, grazing land known as number 4 Stryd Glyndwr, and vacant scrub land adjacent to land known as number 4 Stryd Glyndwr. The existing uses on the land mainly comprises of three derelict, empty properties (numbers 1 – 3 Stryd Glyndwr) with the eastern part of the land being vacant and used for occasional grazing uses.
- 3.2 The land is in poor condition and was previously occupied by four residential properties. Three of the properties remaining on site have been unoccupied since 2000 and one of the properties (4 Stryd Glyndwr) suffered extensive fire damaged in 2005 and was demolished in 2006. The site of the former property has remained derelict and undeveloped. The three remaining properties (1 – 3 Stryd Glyndwr) on the land have deteriorated significantly due to the lack of maintenance. The land is unsightly, neglected and considered an eyesore by nearby surrounding residents and the local community council. The land is also subject to frequent littering, dog fouling, fly-tipping and attracts antisocial behaviour which has deterred private sector investment.
- 3.3 The Scheme comprises of the refurbishment of three terraced houses (numbers 1 – 3 Stryd Glyndwr) into mixed use including residential development, retail and A3 uses. Residential development is also planned for the vacant plot of land formerly known as 4 Stryd Glyndwr along with a communal garden to serve the residential areas of Stryd Glyndwr, Clos Aberpennar and Clos Glyndwr and provision for off-street car parking. These proposals will improve the economic, social and environmental well-being of the area by:
  - improving the general condition of the land;
  - improving both the negative image and social space of Stryd Glyndwr;
  - creating an attractive environment for residents and visitors to the town along with investment opportunities for the private sector;
  - providing additional residential units to address the shortage of housing accommodation available in the county borough;
  - improving the flow of traffic of the area and safety of residents through the provision of off-street parking;
  - creating a new green space in the heart of the community which will lower housing density and provide a focal point and asset for residents; and
  - attracting economically active residents into the area and in turn creating a more balanced, stable and sustainable community.This will boost the level of activity and vibrancy of the area, therefore supporting regeneration and economic growth in the wider area of Abervalley.

- 3.4 From a sustainability perspective, the creation of green space will remove harmful contaminants from the ground and the provision of off-street car parking will result in improvements to the traffic flow which will assist in reducing the level of harmful pollutant emissions from vehicles in area.
- 3.5 Based on the Scheme design and following initial site audit and land searches, four plots (the CPO land) are identified as required along Stryd Glyndwr. The CPO land map is included at Appendix A which also details the principal landowners and plot areas in red edged. The CPO plots are essential to implementing the redevelopment and improvement of this residential area.
- 3.6 The Scheme proposals have been strongly supported by local stakeholders including residents, community groups, community town council, statutory authorities, and businesses. The Council has undertaken technical studies and early engagement with relevant partners to ensure that implementation can be completed by March 2021.
- 3.7 It is critical that the CPO land is acquired by the council by November 2020 to allow sufficient time to complete the Scheme by March 2021. If the CPO is not confirmed due to objection(s), the CPO will be considered either by way of a public inquiry or the exchange of written representations . This can take between six to nine months to resolve. Therefore, the CPO needs to be submitted to the Welsh Ministers in February 2020. The Council's Asset Management Team will continue to negotiate with landowners to acquire land by agreement in tandem with the CPO process.]

#### 4. Options considered

[OUTLINE OPTIONS CONSIDERED e.g.

- 4.1 The Scheme design has been developed in consultation with key stakeholders. Careful consideration has been given to the extent of the land and rights to be included in the CPO and whether it is necessary to include all of these. The site specific circumstances such as existing plot boundaries, site access and present use were taken into account when finalising the Scheme layout.
- 4.2 A public consultation exercise was carried out between June and August 2019 to obtain the views of interested persons, businesses and organisations on the Scheme. Letters were distributed to local residential and business properties which could be physically affected by the proposals and land required, informing them about the Scheme and offering individual consultations and inviting them to public consultation event in September 2019. The public consultation event was held over a two-day period at the Abervalley Community Centre on 1 and 2 September 2019. At these meetings the implication of the proposals and the potential effect on the individual properties was explained, along with the compulsory purchase process and compensation issues. It was confirmed the Council would prefer to negotiate to acquire the land affected by agreement. The Scheme design was revised following the public consultation feedback in order to address the concerns raised by the local residents.

Where feasible, the CPO land area was reduced to address concerns, without compromising the Scheme design.

- 4.3 If the CPO is not made the only way of acquiring the land and interests needed to deliver the Scheme would be by agreement. It is clear however that unless the CPO is made and confirmed, the Council would be unlikely to assemble the land and interests needed within a reasonable timescale to support the Scheme. It is intended to acquire all land interests by agreement if possible but the CPO is a necessary safety precaution. Without the use of compulsory purchase powers there is a significant risk that the regeneration of Stryd Glyndwr and the wider areas of Close Aberpennar and Clos Glyndwr in Abervalley would be significantly delayed or not completed at all. Delivery of the Scheme is reliant on timing and spending the allocated Council funding by the end of March 2021.]

## 5. Financial and legal impacts and implications

[OUTLINE FINANCIAL AND LEGAL IMPACTS AND IMPLICATIONS OF RECOMMENDED ACTION e.g.

### *Financial*

- 5.1 The acquiring authority has allocated capital funding from existing resources for the initial acquisition of the land. This funding will enable the acquiring authority to complete the compulsory acquisition within the statutory period following confirmation of the CPO. There is an allowance to cover any additional legal costs associated. Valuations are to be carried out to establish the appropriate value which will then be subject to negotiations case by case.

### *Legal*

- 5.2 The compulsory purchase process is governed by law, principally the Acquisition of Land act 1981. There is a public and lawful process which must be followed by the Council to secure the Welsh Ministers' confirmation of the CPO.
- 5.3 Under section 226(1)(a) of the Town and Country Planning Act 1990 the Council has the power, on being authorised to do so by the Welsh Ministers, to acquire compulsorily any land in their area if it thinks the acquisition will facilitate the carrying out of development, re-development or improvement on or in relation to the land. The Council must not exercise the power under section 226(1)(a) unless it thinks the development, re-development or improvement is likely to contribute to the achievement of any one or more of the following objects:
- (a) the promotion or improvement of the economic well-being of their area;
  - (b) the promotion or improvement of the social well-being of their area;
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- 5.4 The Welsh Ministers will only confirm the CPO if they are satisfied there is a compelling case in the public interest to do so.

- 5.5 The Council has been in contact and initiated discussions with those whose land and interests are required, and are seeking to acquire the land and interests by agreement. These efforts to acquire the land and interests by agreement will continue. However, it is clear that without the use of compulsory purchase powers it will not be possible to acquire all of the required land and interests within a reasonable timeframe.
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- 5.7 The preparation of a CPO and related documents is a technical and complex area carrying a risk of challenge. The Council will retain experienced legal advice throughout the process.

### *Planning*

- 5.8 The Council (as the acquiring authority) will need to demonstrate the Scheme is unlikely to be blocked by any physical or legal impediments to implementation, for example works requiring planning consent. Where planning permission will be required for a scheme, and permission has yet to be granted, the Council will need to demonstrate to the Welsh Ministers there are no obvious reasons why it might be withheld. The CPO land does not have any significant planning constraints such as a Conservation Area, Listed Buildings, Scheduled Ancient Monument or environmental designations which would prevent public realm and highway improvement works. Formal discussions with the Local Planning Authority have taken place to fully understand the planning material considerations and requirements of the Scheme. Planning permission for the Scheme was granted on 1 October 2019 (planning application no. 007/19).

### *Human Rights*

- 5.9 Consideration must also be given to the interference of rights protected by the Human Rights Act 1998, including Article 8 (respect for private and family life and home) and Article 1 (the right to peaceful enjoyment of property) of the European Convention on Human Rights. A decision to make a CPO must strike a fair balance between the public interest associated with the regeneration of the land and interference with private rights.
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### *Equalities and Diversity*

5.11 The public sector equality duty under section 149 of the Equality Act 2010 requires the Council to have due regard to:

- (i) the need to eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act 2010, and
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5.12 The Council is committed to improving the quality of life for all and wider participation in the economic, educational, cultural, social and community life in the county borough.

5.13 The delivery of the Scheme will enhance connectivity with access to housing, jobs, goods and services and improve the infrastructure, facilities and accessibility of the local area.

### *Publicity*

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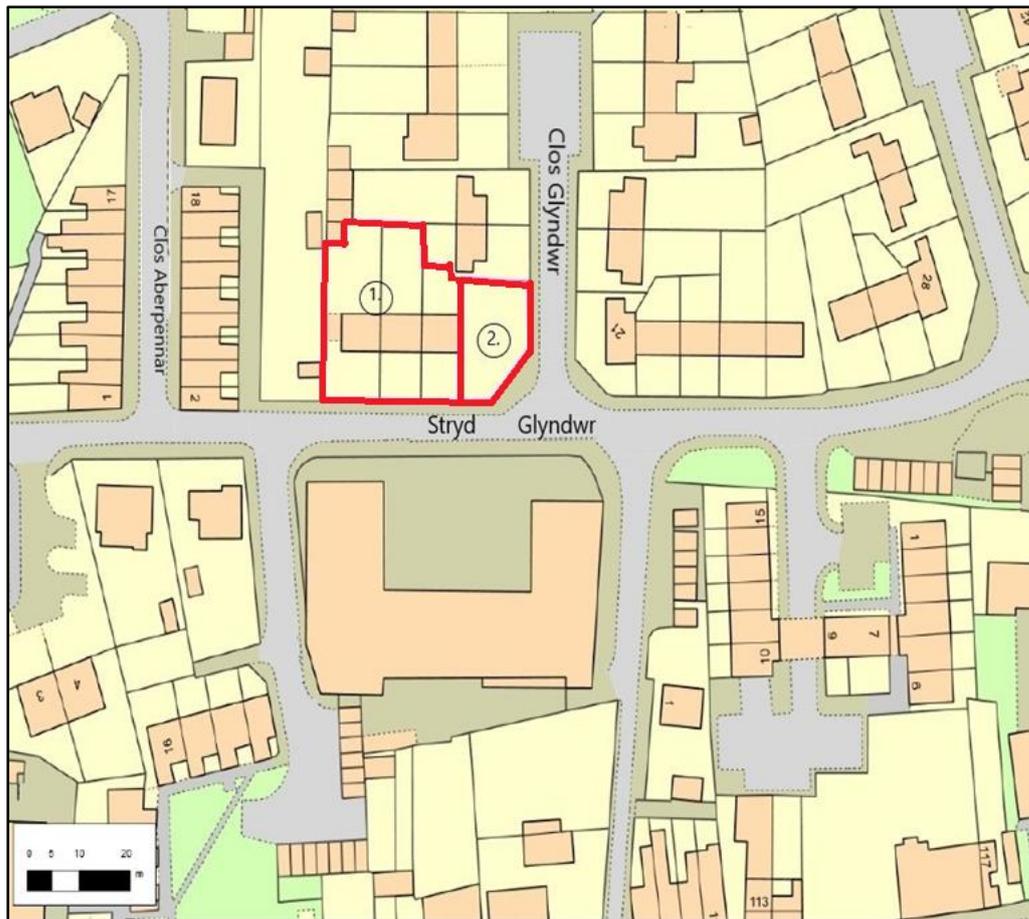
5.15 The recommended course of action is not a local issue under the Council's Constitution and consultation with Local Members is not required. However, Local Members have been sent a copy of this report for information.]

### 6. Appendices and background documents

[INSERT RELEVANT DOCUMENTS/PLANS ETC e.g.

| Appendix | Title                                      |
|----------|--|
| A        | CPO Plan, Schedule of Plots and Area       |
| B        | Statement of Reasons                       |
| C        | Relevant correspondence/inspection reports |

Appendix A - CPO Plan, Schedule of Plots and Area



| Plot number of map | Extent, description and situation of the land  | Details of owners or reputed owners                           |
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| 1                  | All interests in 400 square metres of derelict land known as 1, 2 and 3 Stryd Glyndwr  | ABC Limited, Enterprise Centre, Park Road, Abervalley AB1 2CD |
| 2                  | All interests in 69 square metres of grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr and on the junction with Clos Glyndwr | Ryan Tedbury, 66 Bryn Hill Abervalley AB1 3CD                 |

Appendix B – [ATTACH A COPY OF THE STATEMENT OF REASONS]

Appendix C – [ATTACH COPIES OF RELEVANT CORRESPONDENCE/SITE  
INSPECTION REPORTS]

# Appendix 6 - Example of a Statement of Reasons for a Vacant Land Town and Country Planning Act 1990 CPO

**THE [*INSERT TITLE OF CPO* E.G. CWM COUNTY COUNCIL (REDEVELOPMENT OF LAND AT 1 – 4 STRYD GLYNDWR ABERVALLEY) COMPULSORY PURCHASE ORDER 2020]**

**THE [*INSERT TITLE OF LEGISLATION* E.G. TOWN AND COUNTRY PLANNING ACT 1990**

**THE LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1976]  
AND THE ACQUISITION OF LAND ACT 1981**

**Statement of Reasons**

**[INSERT DATE]**

## 1 Introduction

- 1.1 [INSERT TITLE OF ACQUIRING AUTHORITY e.g. Cwm County Council] of [INSERT ADDRESS OF ACQUIRING AUTHORITY e.g. Cwm Valley Business Estate, Abervalley, AB1 9CD] (“the acquiring authority”) has made the compulsory purchase order (“CPO”) under section [INSERT SECTION NUMBER e.g. 226(1)(a)] of the [INSERT TITLE AND DATE OF THE ACT AUTHORISING COMPULSORY PURCHASE e.g. Town and Country Planning Act 1990 (“TCPA 1990”) (as amended)] and the Acquisition of Land Act 1981.
- 1.2 [INSERT PURPOSE OF CPO IN LINE WITH WORDING OF THE ACT AUTHORISING COMPULSORY PURCHASE e.g. The purpose of the CPO is to facilitate the redevelopment and improvement] of the CPO land described in paragraph x below and to implement the CPO scheme. [INSERT WORDING OF THE ACT AUTHORISING COMPULSORY PURCHASE e.g. The acquiring authority is confident the CPO scheme will improve the social, economic and environmental well-being] of the [DESCRIBE AREA e.g. the residential area comprising of Stryd Glyndwr, Close Aberpennar and Clos Glyndwr, Abervalley].
- 1.3 [INSERT STATEMENT RELATING TO ACQUIRING RIGHTS OVER LAND e.g. Section 13 of the Local Government (Miscellaneous Provisions) Act 1976 (“LG(MP)A 1976”) enables a local authority to compulsorily acquire new rights over land to enable construction and maintenance works to be carried out to deliver and maintain the CPO scheme].

## 2 Description of the Compulsory Purchase Order land

- 2.1 The CPO land is situated at [DESCRIBE LOCATION e.g. the residential area of Stryd Glyndwr and identified as property numbers 1 – 3, grazing land known as number 4 Stryd Glyndwr, and vacant scrub land adjacent to land known as number 4 Stryd Glyndwr] and comprises approximately [INSERT SITE AREA AND BRIEF DESCRIPTION OF TOPOGRAPHICAL FEATURES e.g. 519 square metres of flat land]. [INSERT DESCRIPTION OF CURRENT USE[S] e.g. The CPO land mainly comprises of three derelict houses (numbers 1 – 3 Stryd Glyndwr) with the eastern part of the land being vacant and used for occasional grazing uses].
- 2.2 [DESCRIBE NORTHERN BOUNDARY OF THE CPO LAND e.g. The CPO land is bounded to the North by the rear boundaries of property numbers 16 and 18 Clos Glyndwr]. [DESCRIBE SOUTHERN BOUNDARY e.g. The CPO land is bounded to the South the public highway of Stryd Glyndwr].
- 2.3 [DESCRIBE EASTERN BOUNDARY e.g. The Eastern boundary of the CPO land is formed by the public highway of Clos Glyndwr]. [DESCRIBE WESTERN BOUNDARY e.g. the Western boundary of the CPO land is formed by a vacant parcel of land to the rear of property numbers 2 – 18 Clos Aberpennar].
- 2.4 [DESCRIBE ALLOCATION e.g. The CPO land is allocated for a mixed use development] in the [DESCRIBE DEVELOPMENT PLAN DOCUMENT(S) AND DATE e.g. Cwm County Council Local Development Plan (LDP) 2015 - 2030].

- 2.5 [IDENTIFY ANY LAND AND/OR BUILDINGS THAT ARE LISTED OR AN ANCIENT MONUMENT WITHIN THE CPO LAND e.g. There are no listed buildings or scheduled ancient monuments located within the boundaries of the CPO land].
- 2.6 [IDENTIFY ANY PART OF THE CPO LAND THAT IS WITHIN A CONSERVATION AREA e.g. There is no part of the CPO land which is located within a conservation area].
- 2.7 [IDENTIFY ANY LAND AND/OR BUILDINGS THAT ARE IDENTIFIED AS A SPECIAL CATEGORY OF LAND, CROWN LAND, CONSECRATED LAND, RENEWAL AREA, ETC e.g. There are no issues concerning special categories of land, crown land, consecrated land or renewal areas within the CPO land].
- 2.8 [INSERT STATEMENT REGARDING STATUTORY UNDERTAKERS APPARATUS e.g. Equipment and structures of the statutory undertakers will be protected, replaced, diverted, extended or improved as necessary. The land known as number 4 Stryd Glyndwr included within the CPO land is constraint by an easement to allow Telecommunications Cymru access to the northern boundary of the site to maintain its apparatus].
- 2.9 [DESCRIBE CONDITION OF CPO LAND, IDENTIFY HISTORICAL DEVELOPMENT OF THE LAND AND ANY DEVELOPMENT CONSTRAINTS e.g. The CPO land is in poor condition and was previously occupied by four residential properties.  
Three of the properties remaining on site have been unoccupied since 2000 and one of the properties (4 Stryd Glyndwr) suffered extensive fire damaged in 2005 and was demolished in 2006. The site of the former property has remained derelict and undeveloped. The three remaining properties (1 – 3 Stryd Glyndwr) on the CPO land have deteriorated significantly due to the lack of maintenance. The CPO land is unsightly, neglected and considered an eyesore by nearby surrounding residents and the local community council. The CPO land is also subject to frequent littering, dog fouling, fly-tipping and attracts antisocial behaviour which has deterred private sector investment].
- 2.10 [DESCRIBE THE CURRENT OWNERSHIP ARRANGEMENTS AND EFFORTS TO ACQUIRE THE LAND BY AGREEMENT e.g. The CPO land comprises a [INSERT SIZE OF LAND IN SQUARE METRES e.g. 519 sq. metres] in multiple ownership (i.e. two separate landowners and one rights holder). Several attempts have been made by the acquiring authority to acquire the CPO land by agreement without success. Further details on the attempts by the acquiring authority to acquire the CPO land by agreement is provided below in section 5 below. Single ownership is required to enable development to proceed. Compulsory purchase will enable redevelopment to take place at an early date by providing certainty for programming and will enable the acquiring authority to achieve its objectives. The acquiring authority will continue to attempt to purchase land by agreement.

- 2.11 The extent of the CPO land is illustrated on the CPO map appended to the CPO. Individual plot boundaries and numbers on the CPO map correspond with the Schedule to the CPO.
- 2.12 The land proposed to be acquired is shown coloured [DESCRIBE COLOUR e.g. pink] on the CPO map.
- 2.13 The land where new rights are sought under section 13 of the LG(MP)A 1976 is shown coloured [DESCRIBE COLOUR e.g. blue] on the CPO map.

### 3 The acquiring authority's purpose

- 3.1 [DESCRIBE THE CHOSEN ENABLING POWER AND EXPLAIN THE USE OF THE POWER e.g. Under section 226(1)(a) of the TCPA 1990 a local authority has the power, on being authorised to do so by the Welsh Ministers, to acquire compulsorily any land in their area if it thinks the acquisition will facilitate the carrying out of development, re-development or improvement on or in relation to the land.

The authority must not exercise the power under section 226(1)(a) unless it thinks the development, re-development or improvement is likely to contribute to the achievement of any one or more of the following objects–

- (a) the promotion or improvement of the economic well-being of their area;
- (b) the promotion or improvement of the social well-being of their area;
- (c) the promotion or improvement of the environmental well-being of their area].

- 3.2 [OUTLINE PURPOSE FOR SEEKING TO ACQUIRE THE LAND e.g. The purpose of the CPO is to facilitate the redevelopment and improvement] of the CPO land and the wider [DESCRIBE AREA e.g. residential] area of Stryd Glyndwr, Close Aberpennar and Clos Glyndwr and to implement the CPO scheme. The CPO is required to ensure the timely acquisition of land and rights required for the scheme].

- 3.3 [OUTLINE HOW THE SCHEME PROVIDES A MORE EFFECTIVE USE OF LAND AND AN IMPROVEMENT ON THE EXISTING SITUATION i.e. The benefits from the CPO scheme, which will contribute towards the economic, social and environmental well-being of the area, include the following:

- An improvement in the condition of the land which is of serious detriment to the visual amenity of the residential areas of Stryd Glyndwr, Clos Aberpennar and Clos Glyndwr and which will worsen without appropriate action being taken.
- Remove an impediment to the regeneration of the wider residential area which forms part of the Abervalley Town Centre Regeneration Framework (2015). The Framework identifies key residential areas in Abervalley where regeneration investment is required, this includes the area covering Stryd Glyndwr, Close Aberpennar and Clos Glyndwr which ranks highly in the Wales Index of Multiple Deprivation.

- The land has remained derelict and unused since approximately 2006, and the redevelopment of the land will improve both the negative image and social space of Stryd Glyndwr. It will help create an attractive environment for residents and visitors to the town along with investment opportunities for the private sector.
- Provide additional residential units to address the shortage of housing accommodation available in the county borough.
- Improve the flow of traffic of the area and safety of residents through the off-street parking element of the CPO scheme.
- Create a new green space in the heart of the community which will lower housing density and provide a focal point and asset for residents. The planned refurbishment of the existing properties into a mix of uses and the construction of new housing around the green space will attract economically active residents and create a more balanced, stable and sustainable community.
- Contribute to delivering a safe, attractive and vibrant town which is a priority identified in the Cwm County Council 2018 – 2022 Corporate Plan “*Taking Us Forward*”].

#### 3.4 [DESCRIPTION OF DEVELOPMENT, LAND USES AND ACCOMMODATION BREAKDOWN e.g. The CPO scheme comprises:

- The refurbishment of three terraced houses (numbers 1 – 3 Stryd Glyndwr) to be completed in partnership with a housing association and a private sector developer, into a mixture of: 2 x 2 bedroom apartments, retail units and A3 uses.
- Housing on the vacant plot of land formerly known as 4 Stryd Glyndwr.
- A communal garden to serve the residential areas of Stryd Glyndwr, Clos Aberpennar and Clos Glyndwr.
- Provision for off-street car parking.

The acquiring authority will be working to ensure:

- Owner occupation and/or Registered Social Landlord ownership.
- Since occupancy family housing and good quality apartments.

The acquiring authority’s proposals will result in:

- A balanced housing market in terms of type and tenure.
- Increased economically active residents in the area.
- A settled community.
- An attracted environment to live, work and visit.

In drawing up the proposals, regard has been given to the interference with the rights of all those with interests in the CPO land and who would otherwise be affected by the CPO scheme].

- 3.5 [INSERT A DESCRIPTION OF ANY NEW RIGHTS WHICH ARE BEING CREATED, SUCH AS A RIGHT OF ACCESS, AND AN EXPLANATION OF WHY THE NEW RIGHTS ARE NEEDED e.g. In addition to the land required, the implementation of the CPO scheme requires the acquisition a new rights over vacant scrub land on the north-eastern boundary of the CPO land adjacent to land known as number 4 Stryd Glyndwr owned by a third party. The rights are required to secure a right of access to this part of the CPO land without the development cannot be achieved. The CPO Schedule provides full details of the rights to be acquired in respect to each plot of land however the acquiring authority will continue to seek to acquire the rights by agreement].
- 3.6 [WHERE AN AGREEMENT UNDER SECTION 106 OF THE TCPA 1990 HAS BEEN ENTERED INTO INSERT THE FOLLOWING: “[NAME OF PARTIES] ENTERED INTO AN AGREEMENT UNDER SECTION 106 OF THE TCPA 1990 ON [DATE] PRIOR TO THE ISSUE OF THE PLANNING PERMISSION, TO BIND THE CPO LAND. THE SECTION 106 AGREEMENT SECURED THE FOLLOWING BENEFITS:  
(A) [DETAILS OF FINANCIAL OBLIGATIONS.  
(B) [DETAILS OF NON-FINANCIAL OBLIGATIONS].”]

*Planning policy: national and local*

- 3.7 [INSERT THE CASE FOR THE CPO SCHEME WITH REFERENCE TO RELEVANT PLANS AND STRATEGIES, A STATEMENT ABOUT THE PLANNING POSITION OF THE CPO LAND AND HOW THE CPO SCHEME CONFIRMS TO STATUTORY DUTIES e.g. The need for the comprehensive redevelopment of the CPO land is recognised and supported by planning policy at national and local levels as follows: [DETAIL RELEVANT NATIONAL, REGIONAL AND LOCAL PLANNING POLICY e.g.
- Planning Policy Wales (PPW) [INSERT RELEVANT EDITION NUMBER e.g. Edition 10, December 2018)] i.e.
    - Paragraph 2.8 (placemaking);
    - Paragraphs 3.51 – 3.53 (previously developed land including use of compulsory purchase powers);
    - Paragraphs 4.2.1 and 4.2.17 (housing delivery); and
    - Paragraphs 4.5.1 and 4.5.7 (recreational spaces).
    - Paragraph 4.3.34 (mixed uses and primary and secondary shopping areas).
  - Strategic area wide policy SEW 2 in the Cwm County Council Local Development Plan (LDP) 2015 – 2030 – Sustainable development. The site meets the LDP’s criteria for sustainable development.
  - Strategic area wide policy SEW 5 in the Cwm County Council LDP – Key Settlement of Abervalley. SEW 5 focuses on building strong, sustainable and integrated communities in the key settlement of Abervalley.

SEW 5 promotes the redevelopment of derelict, vacant land through the regeneration of Abervalley. This will be achieved by the CPO scheme.

- Strategic area wide policy SEW 15 in the Cwm County Council LDP – Promoting a Diverse Economy. The redevelopment and improvement of the CPO land will replace a vacant, derelict site with a mixed-use scheme which will contribute to the regeneration of the key settlement of Abervalley and promote a strong, diverse economy in the settlement.
- Local policy LP 1 in the Cwm County Council LDP – allocation for residential. The redevelopment and improvement of the CPO land to provide additional housing units on the site confirms with the allocation for residential development under local policy LP 1.
- Local policy LP 16 in the Cwm County Council LDP – Stryd Glyndwr. The redevelopment and improvement of the CPO land will support the enhancement of the character and appearance of Stryd Glyndwr which is identified as a priority area in the key settlement of Abervalley.
- Cwm County Council 2018 – 2022 Corporate Plan “*Taking Us Forward*”.
- Abervalley Town Centre Regeneration Framework (2015)].

#### *Planning position*

- 3.8 [IF THERE IS AN ACTIVE PLANNING PERMISSION ON THE CPO LAND STATE WHETHER OUTLINE OR FULL AND ON WHAT DATE ISSUED e.g. The CPO scheme was granted outline planning permission under application reference number 007/19 on 1 October 2019 at The Planning Management Committee of 9 September 2019.
- 3.9 The CPO scheme has been considered acceptable when assessed against the acquiring authority's development plan in place at the date of the planning permission and taking into account all other material considerations. A full appraisal of the relevant national, regional and local planning policy considerations relevant to the CPO scheme are set out in the Planning Officer's Report to the Planning Management Committee dated of 9 September 2019, a copy of which is attached at Appendix 1].

#### *Well-being of Future Generations (Wales) Act 2015*

- 3.10 [OUTLINE HOW THE CPO SCHEME CONTRIBUTES TO THE SEVEN WELL-BEING GOALS SET OUT BY THE WELL-BEING OF FUTURE GENERATIONS (WALES) ACT 2015 e.g. The CPO scheme makes a direct contribution to the seven well-being goals set out in the Well-being of Future Generations (Wales) Act 2015, in particular:
- ‘A healthier Wales’: the provision of a communal garden will help maximise the communities’ physical and mental well-being;

- ‘A more equal Wales’: a mixture of housing association and private sector let residential development will enable local people to fulfil their potential no matter what their socio-economic background or circumstances; and
- ‘A Wales of cohesive communities’: the redevelopment and improvement of derelict, vacant land into a mixture of uses will contribute to supporting an attractive, viable, safe and well-connected community].

3.11 [OUTLINE HOW REGARD WILL BE HAD TO THE ‘FIVE WAYS OF WORKING’ CONTAINED IN THE WELL-BEING OF FUTURE GENERATIONS (WALES) ACT 2015 THROUGH THE CPO SCHEME e.g. The CPO scheme is consistent with the sustainable development principle established by the Well-being of Future Generations (Wales) Act 2015 through the five ways of working:

- Long term – the objectives of the CPO scheme, and the actions which will deliver these objectives, are part of a long term vision of enhancing the town of Abervalley and regenerating the residential areas of Stryd Glyndwr, Clos Aberpennar and Clos Glyndwr which is in accordance with the adopted Cwm County Council LDP 2015 - 2030.
- Prevention – the CPO scheme seeks to address a range of issues to achieve the vision of the acquiring authority and to ensure they do not get worse or reoccur in the future.
- Integration – the CPO scheme will help deliver a number of objectives identified in: Cwm County Council 2018 – 2022 Corporate Plan “*Taking Us Forward*”; Abervalley Town Centre Regeneration Framework (2015); Cwm County Council LDP 2015 – 2030. This will ensure the approach to regenerating Abervalley is joined-up, integrated and co-ordinated.
- Collaboration – intrinsic to the delivery of the CPO scheme is collaboration with other public services, third sector organisations, and partners from the private sector.
- Involvement – the views of the communities in the residential areas of Stryd Glyndwr, Clos Aberpennar and Clos Glyndwr have been sought on the proposals to achieve buy-in to the CPO scheme. The views of the communities have informed the final composition of the CPO scheme and the communities will be involved with the delivery of the CPO scheme as deemed appropriate].

*Public Sector Equality Duty*

3.12 [INSERT A STATEMENT ON HOW THE REQUIREMENTS OF THE PUBLIC SECTOR EQUALITY DUTY ARE BEING TAKEN INTO CONSIDERATION AS PART OF THE CPO PROCESS e.g. All public body acquiring authorities are bound by the Public Sector Equality Duty as set out in section 149 of the Equality Act 2010.

As part of the Public Sector Equality Duty, public body acquiring authorities must have due regard to the need to promote equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it.

- 3.13 As part of the CPO process the acquiring authority has given consideration to all the protected characteristics in the Equality Act 2010 through completion of an Equality Analysis (EqA). The EqA has been undertaken to assess the potential impact on people with protected characteristics of the making of the CPO and the implementation of the CPO scheme, in line with the Equality Act 2010. This will ensure any potential impacts of the CPO have been considered and where possible mitigated. In summary, equality of opportunity is being promoted by making sure all CPO documentation is accessible for people with sight problems or learning difficulties and that people have access to advocates or advice.
- 3.14 The EqA will be monitored and reviewed throughout the CPO process to ensure any future impact can be measured and mitigated against as necessary].

#### 4 Third party interests in and rights over the Compulsory Purchase Order Land

- 4.1 [INSERT DETAILS OF PARTIES WITH A QUALIFYING INTEREST IN THE CPO LAND ACQUIRED THROUGH A REFERENCING EXERCISE e.g. The Schedule to the CPO lists all parties with a qualifying interest in the CPO land as defined by section 12(2) of the Acquisition of Land Act 1981 including:
- (a) Owners, lessees, tenants and occupiers of the CPO land.
  - (b) Those with the benefit of rights within the CPO land or restrictive covenants that affect titles that make up the CPO land.
  - (c) All other parties with a power to sell, convey or release an interest or right over the CPO land and any parties entitled to make a compensation claim under section 10 of the Compulsory Purchase Act 1965.
- 4.2 The CPO Schedule has been prepared following an extensive referencing exercise by the acquiring authority and is based upon information gathered through:
- (a) inspection of: Land Registry Title documents; rating records; council tax records; planning records; records (e.g. tenancy schedules) of any private sector partner;
  - (b) site inspections and enquiries with occupiers of the land, agents and local authority valuers; and
  - (c) responses to notices requiring information issued under section 5A of the Acquisition of Land Act].
- 4.3 [STATE WHETHER OR NOT THE CPO LAND IS OWNED BY ANOTHER LOCAL AUTHORITY (IF SO, NAME THE LOCAL AUTHORITY), THE NATIONAL TRUST OR WHICH FORMS PART OF A COMMON, OPEN SPACE LAND OR FUEL OR FIELD GARDEN ALLOTMENT e.g. None of the CPO land is owned by another local authority, by the National Trust or which forms part of a common, open space land or fuel or field garden allotment].

4.4 [STATE WHETHER OR NOT ANY OWNERS ARE LISTED AS 'UNKNOWN' IN THE CPO SCHEDULE, IF THEY ARE PROVIDE DETAILS OF THE STEPS TAKEN TO IDENTIFY THE OWNER(S) e.g. There are no owners listed as 'unknown' in the CPO Schedule].

4.5 [STATE WHETHER OR NOT AT THE MAKING OF THE CPO THERE ARE KNOWN UTILITIES COMPANIES WHO WILL BE AFFECTED BY THE CPO SCHEME e.g. At the date of the making of the CPO there is one known utilities company which will be affected by the CPO scheme, this is detailed in the CPO Schedule].

## 5 Engagement and negotiations with affected parties

### 5.1 [OUTLINE:

(A) THE STEPS TAKEN TO NEGOTIATE FOR THE ACQUISITION OF THE LAND BY AGREEMENT; AND

(B) WHAT ENGAGEMENT HAS BEEN UNDERTAKEN WITH PEOPLE AFFECTED BY THE PROPOSAL AND THE ISSUES OR CONCERNS RAISED. IF PLANS HAVE BEEN ALTERED TO ADDRESS CONCERNS EXPLAIN HOW. ALTERNATIVELY, EXPLAIN WHY IT HAS NOT BEEN ABLE TO ADDRESS SPECIFIC CONCERNS. ALSO EXPLAIN WHAT HAS BEEN DONE TO LESSEN THE IMPACT ON PEOPLE, COMMUNITIES AND BUSINESSES AND/OR TO HELP THEM RELOCATE.

e.g. The acquiring authority is seeking to negotiate with each qualifying person to acquire their interests in the CPO land in order that compulsory acquisition can be avoided. Given the time frame involved in obtaining a CPO, the acquiring authority is planning for and initiating the formal CPO procedures in parallel with negotiations.

5.2 The acquiring authority has previously attempted to acquire interests by agreement through the issuing of letters by recorded delivery to the respective landowners to express concern over the condition of the CPO land, ascertain their intentions and set out the acquiring authority's proposals for the land. Landowners have been informed of the various options available for the disposal or return of the land to beneficial use. This includes the acquiring authority willing to purchase the land by agreement alongside and throughout the CPO process, and up to possession should the CPO be confirmed.

5.3 In relation to the vacant land known as number 4 Stryd Glyndwr, the acquiring authority met with the landowner and their representatives on 29 September 2019 to discuss the potential sale of the site. To demonstrate a willingness to acquire the interest by agreement the acquiring authority proposed a Memorandum of Agreement with the landowner to establish principles for a private sale. However, negotiations for purchasing the land by agreement have proved unsuccessful so far and discussions continue.

- 5.4 On 5 November 2019 the landowners were notified because of the declining condition of the land and complaints received by the Environmental Health Department, the acquiring authority would be seeking to commence the procedure for the compulsory purchase of the CPO land. No responses to this notification have been received from the landowners. As a result, a CPO is required to implement the CPO scheme to redevelop and improve the land.
- 5.5 The acquiring authority has contacted all affected landowners with a view to negotiating an appropriate licence to acquire the new rights prior to the CPO being confirmed. The CPO will nevertheless include and make provision for the necessary acquisition of the reserved rights in case the requisite rights cannot be secured by agreement.
- 5.6 A comprehensive summary of the acquiring authority's engagement with the landowners is included in the Cwm County Council Resolution to Use Compulsory Purchase Powers Report (dated 5 December 2019) which is attached at Appendix 2.
- 5.7 The acquiring authority will continue its attempts to acquire interests by agreement. This will be undertaken alongside and throughout the CPO process, up to possession should the CPO be confirmed.  
As there is no certainty all interests can be acquired by agreement, the CPO is necessary to ensure the CPO land can be assembled to deliver the CPO scheme].
- 5.8 [WHERE A CPO SCHEME WILL INVOLVE THE RELOCATION OF BUSINESSES INSERT A STATEMENT ON PROPOSALS FOR RELOCATING BUSINESS TENANTS E.G. *"ACQUISITION OF THE INTERESTS WILL AFFECT A NUMBER OF BUSINESSES. DISCUSSIONS WITH BUSINESS OCCUPIERS HAVE TAKEN PLACE SINCE THE ORIGINAL PROPOSALS WERE THE SUBJECT OF CONSULTATION AND A NUMBER OF TENANTS ARE DISCUSSING RELOCATION. IN SOME CASES THE ACQUIRING AUTHORITY IS SEEKING TO AGREE RELOCATION ARRANGEMENTS. THE ACQUIRING AUTHORITY IS SUPPORTIVE OF ASSISTING THOSE SEEKING RELOCATION AND DISCUSSIONS CONTINUE. FURTHER INFORMATION CAN BE OBTAINED FROM THE ACQUIRING AUTHORITY: [CONTACT DETAILS]."*]
- 5.9 [WHERE STATUTORY UNDERTAKERS WILL BE AFFECTED BY A CPO INSERT A STATEMENT ON THE STEPS TAKEN TO PROTECT THEIR INTEREST E.G. *"THE ACQUIRING AUTHORITY HAS IDENTIFIED ALL THE STATUTORY UNDERTAKERS AFFECTED BY THE CPO IN ORDER TO ENTER INTO AGREEMENTS TO PROTECT OR, IF NECESSARY, RELOCATE THEIR EQUIPMENT OR SERVICES. DISCUSSIONS ARE PROGRESSING WITH THEM."*]

- 5.10 [WHERE CPO LAND IS OWNED BY ANOTHER LOCAL AUTHORITY OR THE NATIONAL TRUST, PROVIDE A STATEMENT ON THE NEGOTIATIONS BEING UNDERTAKEN E.G. *DISCUSSIONS ARE ONGOING WITH [NAME OF LOCAL AUTHORITY] AND/OR THE NATIONAL TRUST IN RESPECT OF THEIR LAND. NEGOTIATIONS CAN BE SUMMARISED AS FOLLOWS: ...*

*IF AN OBJECTION IS MADE BY [A STATUTORY UNDERTAKER] [A LOCAL AUTHORITY] [THE NATIONAL TRUST] ANY CONFIRMATION OF THE CPO BY THE WELSH MINISTERS WILL BE SUBJECT TO SPECIAL SENEDD PROCEDURE.”]*

- 5.11 [WHERE A CPO LAND INVOLVES COMMON LAND, OPEN SPACE OR ALLOTMENT LAND, STATE A CERTIFICATE UNDER SECTION 19 OF THE ACQUISITION OF LAND ACT 1981 IS REQUIRED FROM THE WELSH MINISTERS TO AUTHORISE ITS ACQUISITION THROUGH THE CPO. ALSO, THAT CONFIRMATION WILL BE SUBJECT TO SPECIAL SENEDD PROCEDURE UNLESS THE WELSH MINISTERS CERTIFY ONE OF THE THREE EXCEPTIONS APPLIES UNDER SECTION 19 OF THE ACQUISITION OF LAND ACT 1981. IDENTIFY ANY SUCH LAND AND STATE THE GROUNDS OF THE APPLICATION].

#### *Consultations*

- 5.12 [INSERT DETAILS OF THE CONSULTATION UNDERTAKEN TO INFORM THE CPO SCHEME e.g. The development of the CPO scheme has involved an ongoing process of consultation with statutory authorities, specialists, and local community groups.
- 5.13 An extensive consultation exercise was undertaken between June and August 2019 regarding the CPO scheme. Ninety people attended a public exhibition and preview evening, forty-five completed questionnaires were returned, and 50 letters were received from individuals, interested groups, and community councils. The public information exhibitions were held over a two-day period at the Abervalley Community Centre on 1 and 2 September 2019.
- 5.14 The Abervalley Town Centre Forum has acted as a primary vehicle for community liaison and included representatives of a range of community groups and elected members to discuss key issues in the evolution of the CPO scheme. It is intended that the Abervalley Town Centre Forum will continue to meet regularly throughout the pre-construction and construction period to review progress made on implementing the CPO scheme.
- 5.15 The CPO scheme details were presented to the Design Commission for Wales and their comments were considered in the development of the scheme.
- 5.16 Landowners and people whose properties or private means of accesses would be directly affected by both the implementation and operation of the CPO scheme were contacted and informed about the details of the proposed scheme].

- 6 Justification for the use of compulsory purchase powers
- 6.1 [INSERT A STATEMENT JUSTIFYING THE USE OF ITS COMPULSORY PURCHASE POWERS, INCLUDING THE PUBLIC BENEFIT OF THE PROPOSED CPO SCHEME AND HOW IT HAS BEEN WEIGHED AGAINST THE IMPACT ON THE PEOPLE AFFECTED. ALSO, WHERE A RANGE OF USES ARE PROPOSED AS PART OF A CPO SCHEME EXPLAIN WHY THE ENABLING COMPULSORY PURCHASE POWER WAS CHOSEN e.g. Under section 226(1)(a) of the TCPA 1990 the acquiring authority has the power, on the authority of the Welsh Ministers, to acquire compulsorily any land in their area which will facilitate the carrying out of development, redevelopment or improvement on or in relation to the land providing it is likely to contribute to the achievement of the promotion or improvement of either the:
- (a) economic well-being of their area;
  - (b) social well-being of their area; or
  - (c) environmental well-being of their area.
- 6.2 The acquiring authority proposes, through the use of its compulsory purchase powers, to redevelop and improve an unsightly, neglected and derelict parcel of land for the purpose of delivering a mixed-use scheme to improve the economic, social and environmental well-being of the communities of Stryd Glyndwr, Clos Aberpennar and Clos Glyndwr. The CPO scheme will increase the residential offer in the area, provide employment opportunities, improve the public realm and develop an area of public space which will add social value for residents, shoppers and visitors.
- 6.3 As the current landowners have left the CPO land in an abandoned and vacant state, anti-social activities and public nuisance on the site have increased to the detriment of the communities living nearby. The acquiring authority therefore considers there is a compelling case in the public interest for the compulsory acquisition of the land and rights over the land which outweighs private land interests.
- 6.4 Due to the range of uses proposed as part of the CPO scheme, the acquiring authority considers no other single specific compulsory purchase power would be appropriate].
- 6.5 [INSERT A STATEMENT THAT THE LAND SUBJECT TO COMPULSORY PURCHASE IS THE MINIMUM REQUIRED FOR THE SCHEME e.g. The land the subject of the CPO represents the minimum necessary to deliver the proposed CPO scheme. The acquiring authority has given careful consideration to the need to include each parcel of land and each new right within the CPO land. Without ownership and control of the entire CPO land it is not possible to deliver the comprehensive CPO scheme as currently proposed and permitted. A smaller site or smaller version of the CPO scheme would not achieve the environmental, social and economic benefits associated with the CPO scheme. The acquiring authority considers there are no suitable viable or available alternative sites].

- 6.6 [INSERT RELEVANT INFORMATION SPECIFIC TO THE PURPOSE OF THE CPO (E.G. CRIME REPORTS OR ENVIRONMENTAL STUDIES) e.g. The Police Authority for Abervalley have produced a number of Crime Reports for indecent which have occurred on the CPO land including:
- Break-ins at the property numbers 1 – 3 Stryd Glyndwr (June 2001);
  - Vandalism at the property number 4 Stryd Glyndwr (May 2002);
  - Break-in at the property number 4 Stryd Glyndwr (January 2004);
  - Fire damage at the property number 4 Stryd Glyndwr (September 2005);
  - Vandalism at the properties at numbers 1 – 3 Stryd Glyndwr (April 2006).

The acquiring authority has been required to use its statutory powers under the Building Act 1984 and TCPA 1990 on at least ten occasions between 2000 and 2018 in the interests of public safety to undertake urgent physical works. This includes securing the site, demolishing the property at number 4 Stryd Glyndwr, and making good the floor slabs. This is considered an on-going issue for the acquiring authority].

- 6.7 [INSERT A STATEMENT ON THE CONSEQUENCES OF NOT DELIVERING THE CPO SCHEME e.g. Failure to provide the CPO scheme will result in a further decline in the physical state of the CPO land and continuing anti-social behaviour in the area. The negative image contributed to the area will remain. There is also a risk of further enforcement action having to be taken by the acquiring authority in order to make safe the three empty, derelict properties on the CPO land].
- 6.8 [WHERE ANY VIEWS HAVE BEEN EXPRESSED BY A GOVERNMENT DEPARTMENT ABOUT THE PROPOSED DEVELOPMENT OF THE CPO LAND INSERT DETAILS OF SUCH VIEWS.]
- 6.9 [IF THE MINING CODE HAS BEEN INCLUDED, INSERT REASONS FOR DOING SO].
- 6.10 [WHERE A IS CPO IS MADE UNDER THE HOUSING ACTS PROVIDE INFORMATION REQUIRED IN LIGHT OF WELSH GOVERNMENT POLICY STATEMENTS E.G. CPOS MADE UNDER PART 9 OF THE 1985 ACT REQUIRE A STATEMENT OF UNFITNESS WHERE UNFIT BUILDINGS ARE BEING ACQUIRED].

#### *Consideration of Human Rights*

- 6.11 [INSERT A STATEMENT ON HOW HUMAN RIGHTS HAVE BEEN TAKEN INTO CONSIDERATION I.E. ARTICLE 1 (AND WHERE APPROPRIATE ARTICLE 8) OF THE ECHR e.g. In considering the use of its compulsory purchase powers, the acquiring authority has taken into account and considered the provisions of The First Protocol to the European Convention on Human Rights (“ECHR”). In particular, Article 1 of the First Protocol of the ECHR which provides for the right to the peaceful enjoyment of a person’s possessions and protection of property. It is acknowledged compulsory purchase will not breach these Human Rights where it:
- Is authorised by law;

- Is proportionate;
- Can be demonstrated to be in the public interest; and
- Landowners and others with an interest in the land are appropriately compensated.

The acquiring authority considers there is a compelling case in the public interest for the compulsory acquisition of the CPO land and rights as it will bring benefits to residents and businesses in the surrounding areas of Stryd Glyndwr, Close Aberpennar and Clos Glyndwr which could not be achieved by agreement. Also, that the compulsory acquisition outweighs the loss which will be suffered by the existing landowners. The CPO follows existing legislative provisions in respect of the making of CPOs and the payment of compensation and, as such, the acquiring authority considers these to be compatible with the ECHR. In the absence of an agreement, the payment of compensation will be settled by a referral to the Upper Tribunal (Lands Chamber)].

## 7 Deliverability

### *Delivery plans*

- 7.1 [INSERT STATEMENTS ON.....The acquiring authority intends to acquire all the interests in the CPO land (unless it is expressly stated in the CPO Schedule) either by agreement or by exercising its compulsory purchase powers as set out in this statement. The acquiring authority will pursue the acquisition of all qualifying interests in accordance with the Acquisition of Land Act 1981 to secure the implementation of the CPO scheme.  
The acquiring authority considers the interests and rights in the CPO land currently vested in third parties do not present an impediment to the deliverability of the CPO scheme if the correct statutory procedures are followed.
- 7.2 The Acquiring Authority are keen to commence the CPO scheme as soon as reasonably practicable.  
The present intention is for construction to commence in 2020 with an anticipated build of around 2 years.
- 7.3 [INSERT WHETHER OR NOT THERE ARE ANY OBSTACLES, POTENTIAL BARRIERS OR TIME CONSTRAINTS TO BE OVERCOME AND ANY PRIOR CONSENT NEEDED BEFORE THE CPO SCHEME CAN BE IMPLEMENTED E.G. NEED FOR A WASTE MANAGEMENT LICENCE e.g. As outline planning permission has been obtained for the CPO scheme it is not anticipated there will be any planning impediments to the scheme proceeding. There are no specific time constraints on the timetable for development other than the acquisition of all third party interests].

- 7.4 [INSERT DETAILS OF ANY RELATED CPO, APPLICATION OR APPEAL WHICH MAY REQUIRE A CO-ORDINATED DECISION BY THE WELSH MINISTERS I.E. A CPO MADE UNDER OTHER POWERS, A PLANNING APPEAL/APPLICATION, ROAD CLOSURE, LISTED BUILDING OR CONSERVATION AREA CONSENT APPLICATION].
- 7.5 [WHERE THE CPO SCHEME WILL BE DELIVERED IN PARTNERSHIP WITH A DEVELOPMENT PARTNER INSERT DETAILS OF THE ARRANGEMENTS E.G. “THE ACQUIRING AUTHORITY HAS ENTERED INTO A [DESCRIBE CONTRACTUAL ARRANGEMENT] WITH ITS DEVELOPMENT PARTNER TO [SUMMARISE PURPOSE OF CONTRACTUAL ARRANGEMENT]. UNDER THE TERMS OF THIS AGREEMENT, [SUMMARISE TERMS]”].

### *Funding*

- 7.6 In the event of the CPO being confirmed by the Welsh Ministers, the assessment of compensation will be in accordance with the “compensation code” where the CPO scheme will be cancelled on the valuation date and the assessment undertaken on a ‘no-scheme world’ basis. The acquiring authority is committed to the regeneration of its key settlements and has a capital budget of £1.5M over the next two financial years (2020/21 – 2021/22) for Investment in Regeneration. It is estimated the development cost for the CPO, based on the ‘no-scheme world’ principle, will be up to £450k. The acquiring authority has allocated capital funding from existing resources for the initial acquisition of the land. This funding will enable the acquiring authority to complete the compulsory acquisition within the statutory period following confirmation of the CPO.
- 7.7 The CPO scheme, which will be cancelled for the purposes of assessing compensation, is as follows:
- refurbishment of three terraced houses into a mix use i.e. residential, retail and A3;
  - new residential development on a vacant plot of land;
  - an area of green space; and
  - off-street car parking.
- 7.8 In summary, the acquiring authority is satisfied that there are no financial, physical, planning or legal impediments to the CPO scheme proceeding and there is a reasonable prospect it will proceed].

## 8 Publicity

### *Deposit Points*

- 8.1 [PROVIDE A LIST OF ANY DOCUMENTS, MAPS AND PLANS HAVE BEEN MADE PUBLICLY AVAILABLE AND/OR DETAILS OF WHERE PEOPLE CAN SEE THESE DOCUMENTS WHICH EXPLAIN THE ACQUIRING AUTHORITY'S CPO SCHEME e.g. Copies of the:
- (a) made CPO (including Schedules),
  - (b) accompanying CPO Map, and
  - (c) site location plan
- may be inspected free of charge at the following deposit point:

Cwm County Council Offices HQ  
Beth Industrial Estate,  
Abervalley  
AB1 8UJ

Please note, the Cwm County Council Offices HQ building opening hours are Monday to Friday (09:00 – 17:00) (excluding bank holidays).

- 8.2 Additional copies of the published information may be obtained from the Welsh Government and all available documents and information can be viewed on the acquiring authority's website: [[www.ccc.gov.wales](http://www.ccc.gov.wales)].

### *Lodging support or objections to the compulsory purchase order*

- 8.3 [OUTLINE HOW PEOPLE MAY LODGE SUPPORT OR AN OBJECTION TO THE CPO e.g. Any person wishing to support or object to the CPO may do so by writing to the Welsh Ministers at the following address, quoting reference number APP:11111/20 and stating the grounds of objection:

The Planning Inspectorate Wales  
Specialist Case Work  
Government Building  
Cathays Park  
Cardiff,  
CF10 3NQ]

- 8.4 [IF, IN THE EVENT OF A PUBLIC INQUIRY, AN ACQUIRING AUTHORITY INTENDS TO REFER TO OR PUT IN EVIDENCE ANY DOCUMENTS, INCLUDING MAPS AND PLANS, EITHER PROVIDE A LIST OF SUCH DOCUMENTS OR A NOTICE TO EXPLAIN THAT DOCUMENTS MAY BE INSPECTED AT A STATED TIME AND PLACE e.g. Should interested parties wish to support or object to the CPO, correspondence will be considered by the acquiring authority who may need to consult with people and organisations outside the Council. As part of the process of consulting with others the acquiring authority may pass information to them, including information interested parties may have given including personal data. The acquiring authority will, however, only disclose personal details where it is necessary to do so in order to deal with issues brought to our attention.

If interested parties do not wish for certain personal data to be forwarded to third parties, they should state why when submitting correspondence and the Welsh Ministers will copy the representations to the appropriate third parties with the name and address removed.

- 8.5 Should the CPO become the subject of a public inquiry, correspondence will be seen by an inspector. All correspondence will be kept in the public inquiry library and become publicly available. In the event of a public inquiry, the acquiring authority intends to refer to or put in evidence the following documents which will be put on deposit and may be inspected at a stated time and place:
- (a) The Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020 and Schedule
  - (b) The Cwm County Council Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley Compulsory Purchase Order 2020 Map and a site location plan
  - (c) Extracts from the Acquisition of Land Act 1981
  - (d) Extracts from the Town and Country Planning Act 1990
  - (e) Cwm County Council Resolution to Use Compulsory Purchase Powers Report (dated 5 December 2019)
  - (f) Planning Officer's Report to the Planning Management Committee of 9 September 2019
  - (g) Planning application no. 007/19 and the following supporting documents:
    - Design and Access Statement
    - Transport Statement
    - Pre-application Consultation Report
    - Ecology Report
    - Noise Impact Assessment
  - (h) Planning permission dated 1 October 2019 and related Planning Management Committee Report dated 9 September 2019 and minutes of the Committee meeting held on 9 September 2019
  - (i) The following policies from the Cwm County Council Local Development Plan (LDP) 2015 – 2030:
    - Strategic area wide policy SEW 2
    - Strategic area wide policy SEW 5
    - Strategic area wide policy SEW 15
    - Local policy LP 1
    - Local policy LP 16
  - (j) Cwm County Council 2018 – 2022 Corporate Plan "*Taking Us Forward*"
  - (k) Abervalley Town Centre Regeneration Framework (2015)
  - (l) An Equality Analysis under the Equality Act 2010

Any objections, supports or suggested alternatives should arrive with the Welsh Ministers no later than 28 February 2020.

### *Decision making process*

- 8.6 As part of the CPO process, the Welsh Ministers will consider all responses to the made CPO and decide whether to consider the CPO either by written representations or by conducting a public inquiry. Where a remaining objector indicates they wish for a public inquiry to be held, then one will automatically be held.
- 8.7 The decision as to whether or not to proceed to confirm the CPO would then be taken by the Welsh Ministers after taking account of the findings and recommendations of the independent inspector. In certain circumstances the Welsh Ministers may decide to delegate the confirming decision to an inspector to make. This will be done in accordance with the delegation criteria outlined in paragraphs 93 – 94 of Part 1 in Welsh Government Circular 003/2019.
- 8.8 Should the CPO be confirmed and the CPO scheme proceed to implementation, the acquiring authority would, through their valuation agent, enter into negotiation with all affected landowners regarding compensation for the land and rights needed.  
Also, where appropriate, the carrying out of accommodation works on their retained land to mitigate the effect of the CPO scheme.

### 9 Additional information

- 9.1 [INSERT CONTACT DETAILS FOR (A) FIRST POINT OF CONTACT AND (B) SURVEYOR AT THE ACQUIRING AUTHORITY e.g. For any enquiries relating to the CPO:
- The first point of contact at the acquiring authority is:  
Mrs A.N Other, Stryd Glyndwr Project Manager, Cwm County Council  
([A.N.Other@ccc.gov.wales](mailto:A.N.Other@ccc.gov.wales); 03000 123456).

Owners and tenants of properties affected by the CPO who wish to negotiate a sale and/or relocation or discuss matters of compensation/valuation should contact:

- Mr AJ Bloggs, Chief Land Surveyor, Cwm County Council  
([A.J.Bloggs@ccc.gov.wales](mailto:A.J.Bloggs@ccc.gov.wales); 03000 987654)].

## Appendix 7a - Template Vacant Land Town and Country Planning Act 1990 CPO and Schedule

THE [INSERT TITLE OF THE ORDER BEGINNING WITH NAME OF ACQUIRING AUTHORITY FOLLOWED BY THE GENERAL LOCATION WHERE LAND TO BE ACQUIRED IS SITUATED] COMPULSORY PURCHASE ORDER [INSERT YEAR MADE]

The [INSERT TITLE AND DATE OF THE ACT AUTHORISING COMPULSORY PURCHASE]

and the Acquisition of Land Act 1981

The [INSERT NAME OF ACQUIRING AUTHORITY] (in this order called ‘the acquiring authority’) makes the following order —

1. Subject to the provisions of this order, the acquiring authority is, under section [INSERT NUMBER] of the [INSERT TITLE AND DATE OF THE ACT AUTHORISING COMPULSORY PURCHASE], hereby authorised to purchase compulsorily the land described in paragraph 2 for the purpose of [INSERT THE RELEVANT WORDS IN THE ENABLING ACT FOLLOWED BY A DESCRIPTION OF THE PURPOSE OF THE CPO].
2. The land authorised to be purchased compulsorily under this order is the land described in the Schedule and delineated and shown [INSERT COLOUR] on a map prepared in duplicate, sealed with the common seal of the acquiring authority and marked “Map referred to in [INSERT TITLE OF CPO]”<sup>64</sup>.

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<sup>64</sup> For guidance on compiling the CPO map, see Section S in Part 4 of [Welsh Government Circular 003/2019 Compulsory Purchase in Wales and ‘The Criche Down Rules \(Wales Version, 2020\)’](#)

## SCHEDULE

**Table 1: Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981**

| Number on map | Extent, description and situation of the land | Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981 |  |  |   |
|---------------|---|---|--|--|---|
|               |   | Owners or reputed owners  | Lessees or reputed lessees                                       | Tenants or reputed tenants (other than lessees)                  | Occupiers                                       |
|               |   | [LIST THE NAMES AND ADDRESSES OF ALL OWNERS OR REPUTED OWNERS]                  | [LIST THE NAMES AND ADDRESSES OF ALL LESSEES OR REPUTED LESSEES] | [LIST THE NAMES AND ADDRESSES OF ALL TENANTS OR REPUTED TENANTS] | [LIST THE NAMES AND ADDRESSES OF ALL OCCUPIERS] |

**Table 2: Other qualifying persons under sections 12(2A)(a) and 12(2A)(b) of the Acquisition of Land Act 1981**

|               |  |   |   |   |
|---------------|--|---|---|---|
| Number on map | Other qualifying persons under section 12(2A)(a) of the Acquisition of Land Act 1981 |   | Other qualifying persons under section 12(2A)(b) of the Acquisition of Land Act 1981 – not otherwise stated in Tables 1 and 2 |   |
|               | Name and address   | Description of interest to be acquired                | Name and address  | Description of the land for which the person in adjoining column is likely to make a claim  |
|               | [LIST THE NAMES AND ADDRESSES OF ALL OTHER QUALIFYING PERSONS]                       | [INSERT A DESCRIPTION OF THE INTEREST TO BE ACQUIRED] | [LIST THE NAMES AND ADDRESSES OF ALL OTHER QUALIFYING PERSONS]  | [INSERT A DESCRIPTION OF THE LAND THE PERSON IN ADJOINING COLUMN IS LIKELY TO MAKE A CLAIM] |

**Table 3: Land falling within special categories to which section 17, 18 and 19 of the Acquisition of Land Act 1981 applies**

This order includes land falling within special categories to which section 17(2), 18 or 19 of the Acquisition of Land Act 1981 applies, namely —

|  |  |
|--|--|
| Number on map  | Special category   |
| [LIST THE LAND(S) FALLING WITHIN SPECIAL CATEGORIES] | [STATE WHICH CATEGORY OF LAND I.E.:<br>(A) LAND OWNED BY A LOCAL AUTHORITY OR STATUTORY UNDERTAKER (SECTION 17(2));<br>(B) NATIONAL TRUST LAND (SEC 18); OR<br>(C) LAND FORMING PART OF A COMMON, OPEN SPACE OR FUEL OR FIELD GARDEN ALLOTMENT (SEC 19)] |

Dated this    day of [MONTH] [YEAR]

The Common Seal of [INSERT NAME OF ACQUIRING AUTHORITY] was affixed in the presence of:

.....

AUTHORISED SIGNATORY

**MAP REFERRED TO IN [INSERT TITLE OF THE ORDER BEGINNING WITH NAME  
OF ACQUIRING AUTHORITY FOLLOWED BY THE GENERAL LOCATION WHERE  
LAND TO BE ACQUIRED IS SITUATED] COMPULSORY PURCHASE ORDER  
[INSERT YEAR MADE]**

[INSERT AN ORDER MAP WITH THE REQUIRED LAND EDGED IN  
[COLOUR]].

[AFFIX AN IMPRESSION OF THE ACQUIRING AUTHORITY'S SEAL ON THE  
MAP IN ADDITION TO THE SEAL ON THE CPO]

## Appendix 7b - Example Vacant Land Town and Country Planning Act 1990 CPO, Schedule and Map

### **THE CWM COUNTY COUNCIL (REDEVELOPMENT OF LAND AT 1 – 4 STRYD GLYNDWR ABERVALLEY) COMPULSORY PURCHASE ORDER 2020**

The Town and Country Planning Act 1990  
and  
the Acquisition of Land Act 1981

The Cwm County Council (in this order called ‘the acquiring authority’) makes the following order —

1. Subject to the provisions of this order, the acquiring authority is, under section 226(1)(a) of the Town and Country Planning Act 1990, hereby authorised to purchase compulsorily the land described in paragraph 2 for the purpose of:
  - (i) Facilitating the redevelopment and improvement of the land to provide the refurbishment of residential development, public realm improvements and communities gardens at Stryd Glyndwr which will contribute to the achievement of the promotion and improvement of the economic, social and environmental well-being of its area.
2. The land authorised to be purchased compulsorily under this order is the land described in the Schedule and delineated and shown pink on a map prepared in duplicate, sealed with the common seal of the acquiring authority and marked “Map referred to in the Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020”.

## SCHEDULE

**Table 1: Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981**

| Number on map | Extent, description and situation of the land  | Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981 |                            |   |  |
|---------------|--|---|----------------------------|---|--|
|               |  | Owners or reputed owners  | Lessees or reputed lessees | Tenants or reputed tenants (other than lessees) | Occupiers                                      |
| 1.            | All interests in 400 square metres of derelict land known as 1, 2 and 3 Stryd Glyndwr  | ABC Limited, Enterprise Centre, Park Road, Abervalley AB1 2CD                   | -                          | -   | -  |
| 2.            | All interests in 69 square metres of grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr and on the junction with Clos Glyndwr | Ryan Tedbury, 66 Bryn Hill Abervalley AB1 3CD                                   | -                          | Robert Jones, 69 Bryn Hill, Abervalley AB1 3CD  | Robert Jones, 69 Bryn Hill, Abervalley AB1 3CD |

**Table 2: Other qualifying persons under sections 12(2A)(a) and 12(2A)(b) of the Acquisition of Land Act 1981**

| Number on map | Other qualifying persons under section 12(2A)(a) of the Acquisition of Land Act 1981 |  | Other qualifying persons under section 12(2A)(b) of the Acquisition of Land Act 1981 – not otherwise stated in Tables 1 and 2 |  |
|---------------|--|--|---|--|
|               | Name and address   | Description of interest to be acquired | Name and address  | Description of the land for which the person in adjoining column is likely to make a claim   |
| 1.            | Fon Williams Bank Limited,<br>Park Road,<br>Abervalley<br>AB1 4CD                    | Mortgage                               | -   | -  |
| 2.            | -  | -                                      | Telecommunications<br>Cyrmu<br>PO Box 5<br>Dragon Way,<br>Capital City<br>AB20 2UG  | All such easements for the purpose of laying, inspecting, replacing and maintaining apparatus and the passing of services through 20 square metres of land comprising part width of the northern boundary of grazing land known as number 4 Stryd Glyndwr located opposite |

|  |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  | number 21 Stryd Glyndwr and on the junction with Clos Glyndwr. |
|--|--|--|--|--|

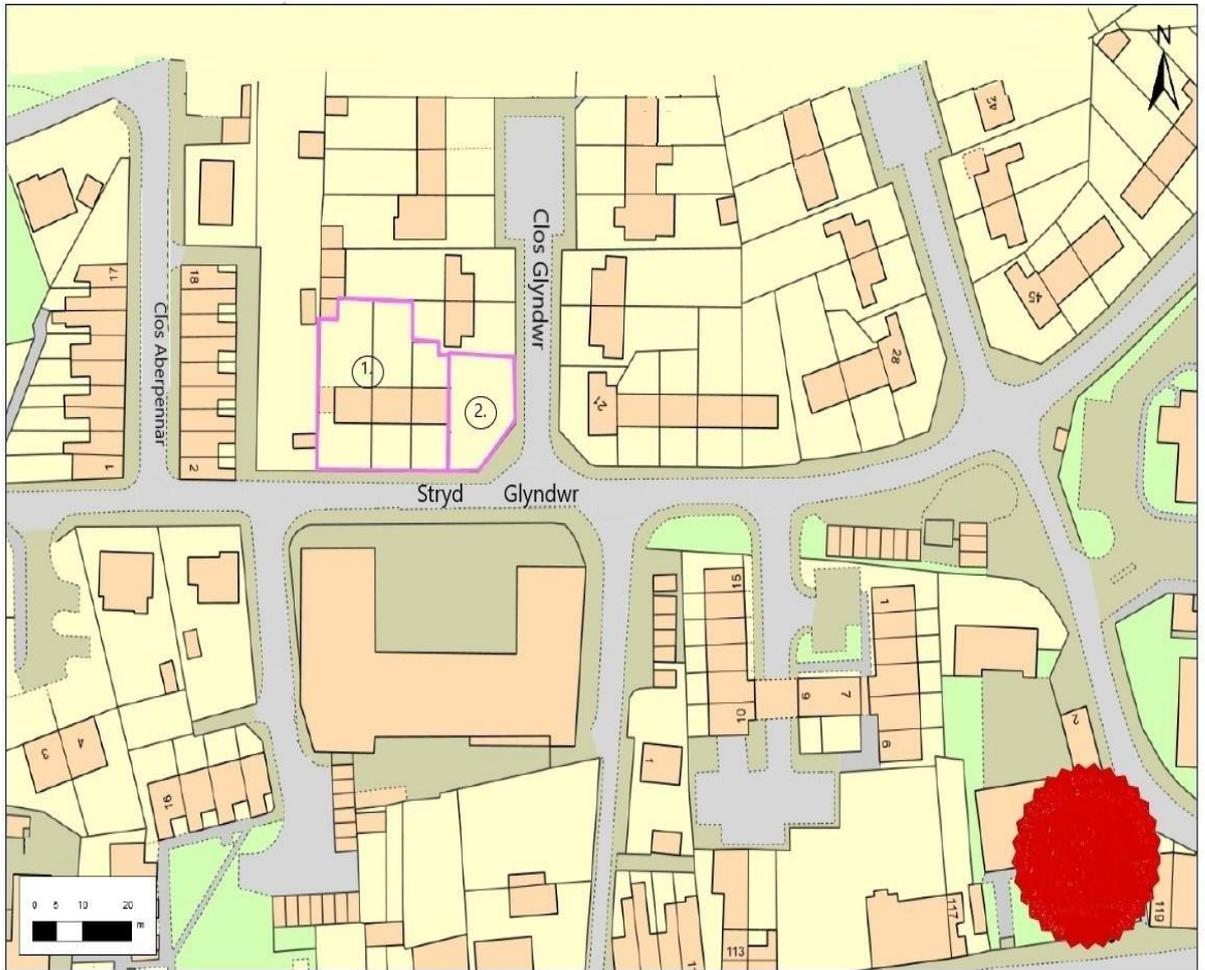
Dated this 29<sup>th</sup> day of January 2020

The Common Seal of Cwm County Council was affixed in the presence of:

.....

AUTHORISED SIGNATORY

**MAP REFERRED TO IN THE CWM COUNTY COUNCIL (REDEVELOPMENT OF  
LAND AT 1 – 4 STRYD GLYNDWR ABERVALLEY) COMPULSORY PURCHASE  
ORDER 2020**



|              |
|--------------|
| Key:         |
| Title = Pink |

## Appendix 7c - Template Vacant Land Town and Country Planning Act 1990 CPO including Rights Over Land and Schedule

THE [INSERT TITLE OF THE ORDER BEGINNING WITH NAME OF ACQUIRING AUTHORITY FOLLOWED BY THE GENERAL LOCATION WHERE LAND TO BE ACQUIRED IS SITUATED] COMPULSORY PURCHASE ORDER [INSERT YEAR MADE]

The [INSERT TITLE(S) AND DATE OF THE ACT AUTHORISING COMPULSORY PURCHASE]

and the Acquisition of Land Act 1981

The [INSERT NAME OF ACQUIRING AUTHORITY] (in this order called 'the acquiring authority') makes the following order —

1. Subject to the provisions of this order, the acquiring authority is, under section [INSERT NUMBER] of the [INSERT TITLE AND DATE OF THE ACT AUTHORISING COMPULSORY PURCHASE] and section [INSERT NUMBER] of the [INSERT TITLE AND DATE OF THE ACT AUTHORISING COMPULSORY PURCHASE], hereby authorised to purchase compulsorily the land and the new rights over land described in paragraph 2 for the purpose of [INSERT THE RELEVANT WORDS IN THE ENABLING ACT FOLLOWED BY A DESCRIPTION OF THE PURPOSE OF THE CPO].
2. (1) The land authorised to be purchased compulsorily under this order is the land described in the Schedule and delineated and shown [INSERT COLOUR] on a map prepared in duplicate, sealed with the common seal of the acquiring authority and marked 'Map referred to in [INSERT TITLE OF CPO]'.  
  
(2) The new rights to be purchased compulsorily over land under this order are described in the Schedule and the land is shown [INSERT COLOUR] on the said map<sup>65</sup>.

---

<sup>65</sup> For guidance on compiling the CPO map, see Section S in Part 4 of [Welsh Government Circular 003/2019 Compulsory Purchase in Wales and 'The Cricel Down Rules \(Wales Version, 2020\)'](#)

3. (1) In this paragraph, “the order land” means the land referred to in paragraph 2.
- (2) As from the date on which this order becomes operative or the date on which the order land, or any part of it, is vested in the acquiring authority, whichever is the later, that land or that part of it which is vested (as the case may be) will be discharged from all rights, trusts and incidents to which it was previously subject.

### SCHEDULE

**Table 1: Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981**

| Number on map | Extent, description and situation of the land | Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981 |  |  |   |
|---------------|---|---|--|--|---|
|               |   | Owners or reputed owners  | Lessees or reputed lessees                                       | Tenants or reputed tenants (other than lessees)                  | Occupiers                                       |
|               |   | [LIST THE NAMES AND ADDRESSES OF ALL OWNERS OR REPUTED OWNERS]                  | [LIST THE NAMES AND ADDRESSES OF ALL LESSEES OR REPUTED LESSEES] | [LIST THE NAMES AND ADDRESSES OF ALL TENANTS OR REPUTED TENANTS] | [LIST THE NAMES AND ADDRESSES OF ALL OCCUPIERS] |

**Table 2: Other qualifying persons under sections 12(2A)(a) and 12(2A)(b) of the Acquisition of Land Act 1981**

|               |  |   |   |   |
|---------------|--|---|---|---|
| Number on map | Other qualifying persons under section 12(2A)(a) of the Acquisition of Land Act 1981 |   | Other qualifying persons under section 12(2A)(b) of the Acquisition of Land Act 1981 – not otherwise stated in Tables 1 and 2 |   |
|               | Name and address   | Description of interest to be acquired                | Name and address  | Description of the land for which the person in adjoining column is likely to make a claim  |
|               | [LIST THE NAMES AND ADDRESSES OF ALL OTHER QUALIFYING PERSONS]                       | [INSERT A DESCRIPTION OF THE INTEREST TO BE ACQUIRED] | [LIST THE NAMES AND ADDRESSES OF ALL OTHER QUALIFYING PERSONS]  | [INSERT A DESCRIPTION OF THE LAND THE PERSON IN ADJOINING COLUMN IS LIKELY TO MAKE A CLAIM] |

**Table 3: Land falling within special categories to which section 17, 18 and 19 of the Acquisition of Land Act 1981 applies**

This order includes land falling within special categories to which section 17(2), 18 or 19 of the Acquisition of Land Act 1981 applies, namely —

|  |  |
|--|--|
| Number on map  | Special category   |
| [LIST THE LAND(S) FALLING WITHIN SPECIAL CATEGORIES] | [STATE WHICH CATEGORY OF LAND I.E.:<br>(A) LAND OWNED BY A LOCAL AUTHORITY OR STATUTORY UNDERTAKER (SECTION 17(2));<br>(B) NATIONAL TRUST LAND (SEC 18); OR<br>(C) LAND FORMING PART OF A COMMON, OPEN SPACE OR FUEL OR FIELD GARDEN ALLOTMENT (SEC 19)] |

Dated this    day of [MONTH] [YEAR]

The Common Seal of [INSERT NAME OF ACQUIRING AUTHORITY] was affixed in the presence of:

.....

AUTHORISED SIGNATORY

**MAP REFERRED TO IN [INSERT TITLE OF THE ORDER BEGINNING WITH NAME  
OF ACQUIRING AUTHORITY FOLLOWED BY THE GENERAL LOCATION WHERE  
LAND TO BE ACQUIRED IS SITUATED] COMPULSORY PURCHASE ORDER  
[INSERT YEAR MADE]**

[INSERT AN ORDER MAP WITH THE REQUIRED LAND EDGED IN  
[COLOUR].

[AFFIX AN IMPRESSION OF THE ACQUIRING AUTHORITY'S SEAL ON THE  
MAP IN ADDITION TO THE SEAL ON THE COMPULSORY PURCHASE  
ORDER]

# Appendix 7d - Example Vacant Land Town and Country Planning Act 1990 CPO including Rights Over Land, Schedule and Map

## **THE CWM COUNTY COUNCIL (REDEVELOPMENT OF LAND AT 1 – 4 STRYD GLYNDWR ABERVALLEY) COMPULSORY PURCHASE ORDER 2020**

The Town and Country Planning Act 1990

The Local Government (Miscellaneous Provisions) Act 1976

and

the Acquisition of Land Act 1981

The Cwm County Council (in this order called ‘the acquiring authority’) makes the following order —

1. Subject to the provisions of this order, the acquiring authority is, under section 226(1)(a) of the Town and Country Planning Act 1990 and section 13 of the Local Government (Miscellaneous Provisions) Act 1976, hereby authorised to purchase compulsorily the land and the new rights over land described in paragraph 2 for the purpose of:
  - (i) Facilitating the redevelopment and improvement of the land to provide the refurbishment of residential development, public realm improvements and communities gardens at Stryd Glyndwr which will contribute to the achievement of the promotion and improvement of the economic, social and environmental well-being of its area.
2. (1) The land authorised to be purchased compulsorily under this order is the land described in the Schedule and delineated and shown pink on a map prepared in duplicate, sealed with the common seal of the acquiring authority and marked “Map referred to in the Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020”.  
  
(2) The new rights to be purchased compulsorily over land under this order are described in the Schedule and the land is shown blue on the said map.

3. (1) In this paragraph, "the order land" means the land referred to in paragraph 2.  
  
(2) As from the date on which this order becomes operative or the date on which the order land, or any part of it, is vested in the acquiring authority, whichever is the later, that land or that part of it which is vested (as the case may be) will be discharged from all rights, trusts and incidents to which it was previously subject.

## SCHEDULE

**Table 1: Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981**

| Number on map | Extent, description and situation of the land   | Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981                |                            |   |  |
|---------------|---|--|----------------------------|---|--|
|               |   | Owners or reputed owners   | Lessees or reputed lessees | Tenants or reputed tenants (other than lessees) | Occupiers                                      |
| 1.            | All interests in 400 square metres of derelict land known as 1, 2 and 3 Stryd Glyndwr   | ABC Limited, Enterprise Centre, Park Road, Abervalley AB1 2CD                                  | -                          | -   | -  |
| 2.            | All interests in 69 square metres of grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr and on the junction with Clos Glyndwr                                    | Ryan Tedbury, 66 Bryn Hill Abervalley AB1 3CD  | -                          | Robert Jones, 69 Bryn Hill, Abervalley AB1 3CD  | Robert Jones, 69 Bryn Hill, Abervalley AB1 3CD |
| 3.            | The right to enter and afterwards at all times to re-enter 50 square metres of vacant scrub land adjacent to grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr. | Julie Berry Holding Company, Unit 1, Clos Aberpennar, Park Road, Park Road, Abervalley AB1 2CD | -                          | -   | -  |

**Table 2: Other qualifying persons under sections 12(2A)(a) and 12(2A)(b) of the Acquisition of Land Act 1981**

| Number on map | Other qualifying persons under section 12(2A)(a) of the Acquisition of Land Act 1981 |  | Other qualifying persons under section 12(2A)(b) of the Acquisition of Land Act 1981 – not otherwise stated in Tables 1 and 2 |   |
|---------------|--|--|---|---|
|               | Name and address   | Description of interest to be acquired | Name and address  | Description of the land for which the person in adjoining column is likely to make a claim  |
| 1.            | Fon Williams Bank Limited,<br>Park Road,<br>Abervalley<br>AB1 4CD                    | Mortgage                               | -   | -   |
| 2.            | -  | -                                      | Telecommunications Cymru<br>PO Box 5<br>Dragon Way,<br>Capital City<br>AB20 2UG   | All such easements for the purpose of laying, inspecting, replacing and maintaining apparatus and the passing of services through 20 square metres of land comprising part width of the northern boundary of grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr and on the junction with Clos Glyndwr. |

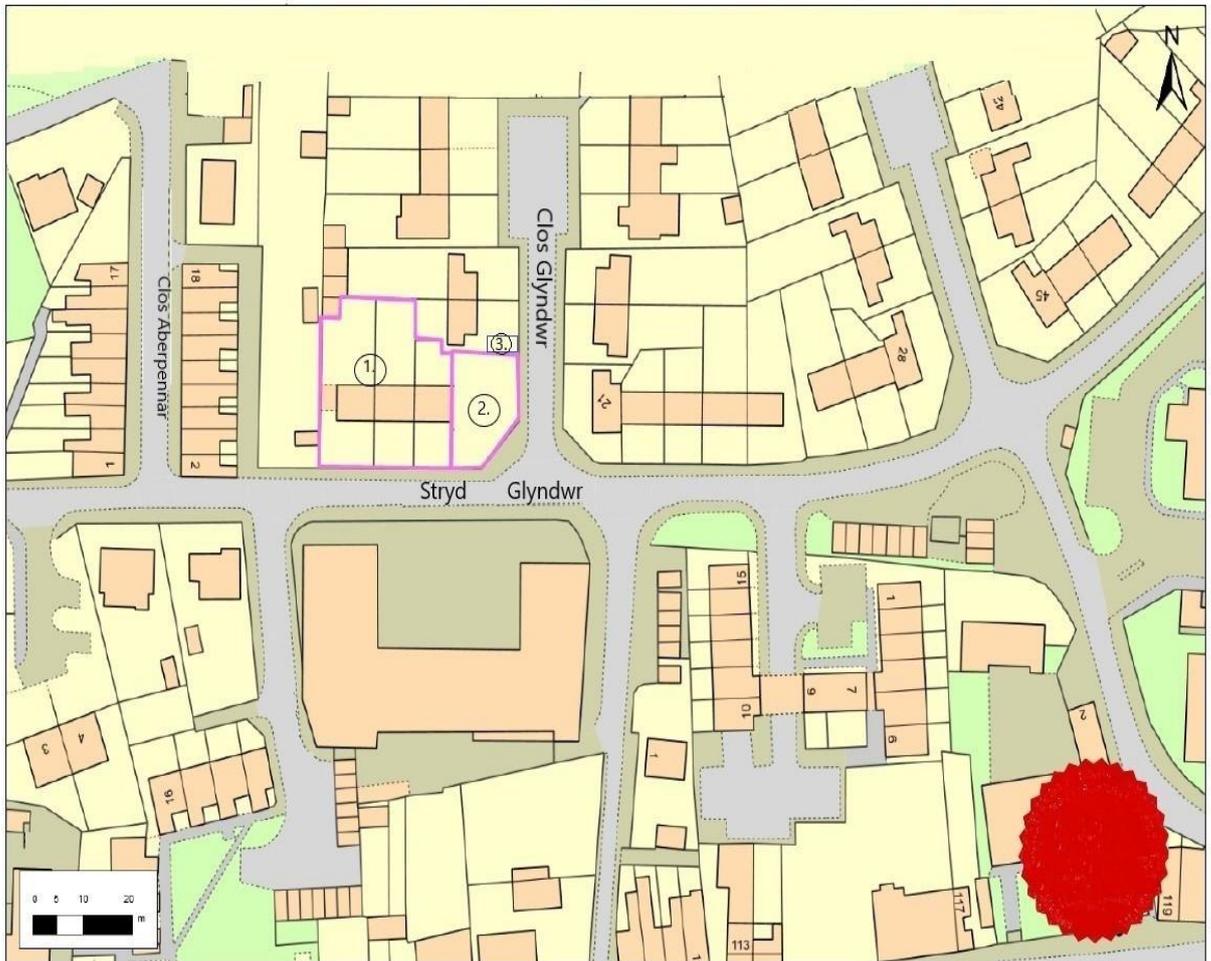
Dated this 29<sup>th</sup> day of January 2020

The Common Seal of Cwm County Council was affixed in the presence of:

.....

AUTHORISED SIGNATORY

**MAP REFERRED TO IN THE CWM COUNTY COUNCIL (REDEVELOPMENT OF  
LAND AT 1 – 4 STRYD GLYNDWR ABERVALLEY) COMPULSORY PURCHASE  
ORDER 2020**



|              |
|--------------|
| Key:         |
| Title = Pink |
| Right = Blue |

## Appendix 7e - Template Vacant Land Town and Country Planning Act 1990 CPO Made on Behalf of a Community Council and Schedule

THE [INSERT TITLE OF THE ORDER BEGINNING WITH NAME OF ACQUIRING AUTHORITY FOLLOWED BY THE GENERAL LOCATION WHERE LAND TO BE ACQUIRED IS SITUATED] COMPULSORY PURCHASE ORDER [INSERT YEAR MADE]

The [INSERT TITLE(S) AND DATE OF THE ACT AUTHORISING COMPULSORY PURCHASE]

and the Acquisition of Land Act 1981

The [INSERT NAME OF ACQUIRING AUTHORITY] (in this order called 'the acquiring authority') makes the following order —

1. Subject to the provisions of this order, the acquiring authority is, under section 125 of the Local Government Act 1972, hereby authorised to purchase compulsorily on behalf of the [INSERT NAME OF ACQUIRING AUTHORITY OR NAME OF COMMUNITY COUNCIL] the land described in paragraph 2 for the purpose of [INSERT THE RELEVANT WORDS IN THE ENABLING ACT FOLLOWED BY A DESCRIPTION OF THE PURPOSE OF THE CPO] under section [INSERT NUMBER] of the [INSERT TITLE AND DATE OF THE ACT AUTHORISING COMPULSORY PURCHASE].
2. The land authorised to be purchased compulsorily under this order is the land described in the Schedule and delineated and shown [INSERT COLOUR] on a map prepared in duplicate, sealed with the common seal of the acquiring authority and marked 'Map referred to in [INSERT TITLE OF CPO]'<sup>66</sup>.

---

<sup>66</sup> For guidance on compiling the CPO map, see Section S in Part 4 of [Welsh Government Circular 003/2019 Compulsory Purchase in Wales and 'The Criche Down Rules \(Wales Version, 2020\)'](#)

## SCHEDULE

**Table 1: Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981**

| Number on map | Extent, description and situation of the land | Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981 |  |  |   |
|---------------|---|---|--|--|---|
|               |   | Owners or reputed owners  | Lessees or reputed lessees                                       | Tenants or reputed tenants (other than lessees)                  | Occupiers                                       |
|               |   | [LIST THE NAMES AND ADDRESSES OF ALL OWNERS OR REPUTED OWNERS]                  | [LIST THE NAMES AND ADDRESSES OF ALL LESSEES OR REPUTED LESSEES] | [LIST THE NAMES AND ADDRESSES OF ALL TENANTS OR REPUTED TENANTS] | [LIST THE NAMES AND ADDRESSES OF ALL OCCUPIERS] |

**Table 2: Other qualifying persons under sections 12(2A)(a) and 12(2A)(b) of the Acquisition of Land Act 1981**

|               |  |   |   |   |
|---------------|--|---|---|---|
| Number on map | Other qualifying persons under section 12(2A)(a) of the Acquisition of Land Act 1981 |   | Other qualifying persons under section 12(2A)(b) of the Acquisition of Land Act 1981 – not otherwise stated in Tables 1 and 2 |   |
|               | Name and address   | Description of interest to be acquired                | Name and address  | Description of the land for which the person in adjoining column is likely to make a claim  |
|               | [LIST THE NAMES AND ADDRESSES OF ALL OTHER QUALIFYING PERSONS]                       | [INSERT A DESCRIPTION OF THE INTEREST TO BE ACQUIRED] | [LIST THE NAMES AND ADDRESSES OF ALL OTHER QUALIFYING PERSONS]  | [INSERT A DESCRIPTION OF THE LAND THE PERSON IN ADJOINING COLUMN IS LIKELY TO MAKE A CLAIM] |

**Table 3: Land falling within special categories to which section 17, 18 and 19 of the Acquisition of Land Act 1981 applies**

This order includes land falling within special categories to which section 17(2), 18 or 19 of the Acquisition of Land Act 1981 applies, namely —

|  |  |
|--|--|
| Number on map  | Special category   |
| [LIST THE LAND(S) FALLING WITHIN SPECIAL CATEGORIES] | [STATE WHICH CATEGORY OF LAND I.E.:<br>(A) LAND OWNED BY A LOCAL AUTHORITY OR STATUTORY UNDERTAKER (SECTION 17(2));<br>(B) NATIONAL TRUST LAND (SEC 18); OR<br>(C) LAND FORMING PART OF A COMMON, OPEN SPACE OR FUEL OR FIELD GARDEN ALLOTMENT (SEC 19)] |

Dated this    day of [MONTH] [YEAR]

The Common Seal of [INSERT NAME OF ACQUIRING AUTHORITY] was affixed in the presence of:

.....

AUTHORISED SIGNATORY

**MAP REFERRED TO IN [INSERT TITLE OF THE ORDER BEGINNING WITH NAME OF ACQUIRING AUTHORITY FOLLOWED BY THE GENERAL LOCATION WHERE LAND TO BE ACQUIRED IS SITUATED] COMPULSORY PURCHASE ORDER [INSERT YEAR MADE]**

[INSERT AN ORDER MAP WITH THE REQUIRED LAND EDGED IN [COLOUR]].

[AFFIX AN IMPRESSION OF THE ACQUIRING AUTHORITY'S SEAL ON THE MAP IN ADDITION TO THE SEAL ON THE COMPULSORY PURCHASE ORDER]

# Appendix 7f - Example Vacant Land Town and Country Planning Act 1990 CPO Made on Behalf of a Community Council, Schedule and Map

## **THE CWM COUNTY COUNCIL (REDEVELOPMENT OF LAND AT 1 – 4 STRYD GLYNDWR ABERVALLEY) COMPULSORY PURCHASE ORDER 2020**

Local Government Act 1972

Local Government (Miscellaneous Provisions) Act 1976

and the Acquisition of Land Act 1981

The Cwm County Council (in this order called ‘the acquiring authority’) makes the following order —

1. Subject to the provisions of this order, the acquiring authority is, under section 125 of the Local Government Act 1972, hereby authorised to purchase compulsorily on behalf of Homelands Community Council the land described in paragraph 2 for the purpose of providing premises for use as a community centre under section 19 of the Local Government (Miscellaneous Provisions) Act 1976.
2. The land authorised to be purchased compulsorily under this order is the land described in the Schedule and delineated and shown pink on a map prepared in duplicate, sealed with the common seal of the acquiring authority and marked “Map referred to in the Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020”.

## SCHEDULE

**Table 1: Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981**

| Number on map | Extent, description and situation of the land  | Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981 |                            |   |  |
|---------------|--|---|----------------------------|---|--|
|               |  | Owners or reputed owners  | Lessees or reputed lessees | Tenants or reputed tenants (other than lessees) | Occupiers                                      |
| 1.            | All interests in 400 square metres of derelict land known as 1, 2 and 3 Stryd Glyndwr  | ABC Limited, Enterprise Centre, Park Road, Abervalley AB1 2CD                   | -                          | -   | -  |
| 2.            | All interests in 69 square metres of grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr and on the junction with Clos Glyndwr | Ryan Tedbury, 66 Bryn Hill Abervalley AB1 3CD                                   | -                          | Robert Jones, 69 Bryn Hill, Abervalley AB1 3CD  | Robert Jones, 69 Bryn Hill, Abervalley AB1 3CD |

**Table 2: Other qualifying persons under sections 12(2A)(a) and 12(2A)(b) of the Acquisition of Land Act 1981**

| Number on map | Other qualifying persons under section 12(2A)(a) of the Acquisition of Land Act 1981 |  | Other qualifying persons under section 12(2A)(b) of the Acquisition of Land Act 1981 – not otherwise stated in Tables 1 and 2 |   |
|---------------|--|--|---|---|
|               | Name and address   | Description of interest to be acquired | Name and address  | Description of the land for which the person in adjoining column is likely to make a claim  |
| 1.            | Fon Williams Bank Limited,<br>Park Road,<br>Abervalley<br>AB1 4CD                    | Mortgage                               | -   | -   |
| 2.            | -  | -                                      | Telecommunications<br>Cyrmu<br>PO Box 5<br>Dragon Way,<br>Capital City<br>AB20 2UG  | All such easements for the purpose of laying, inspecting, replacing and maintaining apparatus and the passing of services through 20 square metres of land comprising part width of the northern boundary of grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr and on the junction with Clos Glyndwr. |

Dated this 29<sup>th</sup> day of January 2020

The Common Seal of Cwm County Council was affixed in the presence of:

AUTHORISED SIGNATORY.....

**MAP REFERRED TO IN THE CWM COUNTY COUNCIL (REDEVELOPMENT OF LAND AT 1 – 4 STRYD GLYNDWR ABERVALLEY) COMPULSORY PURCHASE ORDER 2020**



|    |         |
|----|---------|
| 3. | Key:    |
| 4. | Title = |
|    | Pink    |

## Appendix 7g - Template Housing Act 1985 CPO and Schedule

THE [INSERT TITLE OF THE ORDER BEGINNING WITH NAME OF ACQUIRING AUTHORITY FOLLOWED BY THE GENERAL LOCATION WHERE LAND TO BE ACQUIRED IS SITUATED] COMPULSORY PURCHASE ORDER 2020

The [INSERT TITLE AND DATE OF THE ACT AUTHORISING COMPULSORY PURCHASE]  
and the Acquisition of Land Act 1981

The [INSERT NAME OF ACQUIRING AUTHORITY] (in this order called ‘the acquiring authority’) makes the following order —

1. Subject to the provisions of this order, the acquiring authority is, under section [INSERT NUMBER] of the [INSERT TITLE AND DATE OF THE ACT AUTHORISING COMPULSORY PURCHASE], hereby authorised to purchase compulsorily the land described in paragraph 2 for the purpose of [INSERT THE RELEVANT WORDS IN THE ENABLING ACT FOLLOWED BY A DESCRIPTION OF THE PURPOSE OF THE CPO].
2. The land authorised to be purchased compulsorily under this order is the land described in the Schedule and delineated and shown [INSERT COLOUR] on a map prepared in duplicate, sealed with the common seal of the acquiring authority and marked “Map referred to in [INSERT TITLE OF CPO]”<sup>67</sup>.

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<sup>67</sup> For guidance on compiling the CPO map, see Section S in Part 4 of [Welsh Government Circular 003/2019 Compulsory Purchase in Wales and ‘The Criche Down Rules \(Wales Version, 2020\)’](#)

## SCHEDULE

**Table 1: Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981**

| Number on map | Extent, description and situation of the land | Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981               |   |  |  |
|---------------|---|---|---|--|--|
|               |   | 3. Owners or reputed owners<br>[LIST THE NAMES AND ADDRESSES OF ALL OWNERS OR REPUTED OWNERS] | 4. Lessees or reputed lessees<br>[LIST THE NAMES AND ADDRESSES OF ALL LESSEES OR REPUTED LESSEES] | 5. Tenants or reputed tenants (other than lessees)<br>[LIST THE NAMES AND ADDRESSES OF ALL TENANTS OR REPUTED TENANTS] | 6. Occupiers:<br>[LIST THE NAMES AND ADDRESSES OF ALL OCCUPIERS] |
|               |   |   |   |  |  |

**Table 2: Other qualifying persons under sections 12(2A)(a) and 12(2A)(b) of the Acquisition of Land Act 1981**

| Number on map | Other qualifying persons under section 12(2A)(a) of the Acquisition of Land Act 1981 |   | Other qualifying persons under section 12(2A)(b) of the Acquisition of Land Act 1981 – not otherwise stated in Tables 1 and 2 |   |
|---------------|--|---|---|---|
|               | Name and address   | Description of interest to be acquired                | Name and address  | Description of the land for which the person in adjoining column is likely to make a claim  |
|               | [LIST THE NAMES AND ADDRESSES OF ALL OTHER QUALIFYING PERSONS]                       | [INSERT A DESCRIPTION OF THE INTEREST TO BE ACQUIRED] | [LIST THE NAMES AND ADDRESSES OF ALL OTHER QUALIFYING PERSONS]  | [INSERT A DESCRIPTION OF THE LAND THE PERSON IN ADJOINING COLUMN IS LIKELY TO MAKE A CLAIM] |

**Table 3: Land falling within special categories to which sections 17, 18 and 19 of the Acquisition of Land Act 1981 applies**

This order includes land falling within special categories to which section 17(2), 18 or 19 of the Acquisition of Land Act 1981 applies, namely —

| Number on map  | Special category   |
|--|--|
| [LIST THE LAND(S) FALLING WITHIN SPECIAL CATEGORIES] | [STATE WHICH CATEGORY OF LAND I.E.:<br>(A) LAND OWNED BY A LOCAL AUTHORITY OR STATUTORY UNDERTAKER (SECTION 17(2));<br>(B) NATIONAL TRUST LAND (SEC 18); OR<br>(C) LAND FORMING PART OF A COMMON, OPEN SPACE OR FUEL OR FIELD GARDEN ALLOTMENT (SEC 19)] |

Dated this    day of [MONTH] [YEAR]

The Common Seal of [INSERT NAME OF ACQUIRING AUTHORITY] was affixed in the presence of:

.....

AUTHORISED SIGNATORY

**MAP REFERRED TO IN [INSERT TITLE OF THE ORDER BEGINNING WITH NAME OF ACQUIRING AUTHORITY FOLLOWED BY THE GENERAL LOCATION WHERE LAND TO BE ACQUIRED IS SITUATED] COMPULSORY PURCHASE ORDER  
[INSERT YEAR MADE]**

[INSERT AN ORDER MAP WITH THE REQUIRED LAND EDGED IN [COLOUR].

[AFFIX AN IMPRESSION OF THE ACQUIRING AUTHORITY'S SEAL ON THE MAP IN ADDITION TO THE SEAL ON THE COMPULSORY PURCHASE ORDER]

## Appendix 7h - Example Housing Act 1985 CPO, Schedule and Map

### **THE CWM COUNTY COUNCIL (REDEVELOPMENT OF LAND AT 1 – 4 STRYD GLYNDWR ABERVALLEY) COMPULSORY PURCHASE ORDER 2020**

The Housing Act 1985  
and the Acquisition of Land Act 1981

The Cwm County Council (in this order called 'the acquiring authority') makes the following order —

1. Subject to the provisions of this order, the acquiring authority is, under section 17 of the Housing Act 1985, hereby authorised to purchase compulsorily the land described in paragraph 2 for the purpose of the provision of housing accommodation.
2. The land authorised to be purchased compulsorily under this order is the land described in the Schedule and delineated and shown pink on a map prepared in duplicate, sealed with the common seal of the acquiring authority and marked "Map referred to in the Cwm County Council (Redevelopment of Land At 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020".

## SCHEDULE

**Table 1: Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981**

| Number on map | Extent, description and situation of the land        | Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981 |                            |   |   |
|---------------|--|---|----------------------------|---|---|
|               |  | Owners or reputed owners  | Lessees or reputed lessees | Tenants or reputed tenants (other than lessees)     | Occupiers   |
| 1.            | All interests in land at 1 Stryd Glyndwr, Abervalley | Mary Davies, 50 Bryn Hill Abervalley AB1 3CD                                    |                            | Kelly Gallagher 1 Stryd Glyndwr, Abervalley AB1 4CD | Kelly Gallagher 1 Stryd Glyndwr, Abervalley AB1 4CD |

**Table 2: Other qualifying persons under sections 12(2A)(a) and 12(2A)(b) of the Acquisition of Land Act 1981**

| Number on map | Other qualifying persons under section 12(2A)(a) of the Acquisition of Land Act 1981 |  | Other qualifying persons under section 12(2A)(b) of the Acquisition of Land Act 1981 – not otherwise stated in Tables 1 and 2 |  |
|---------------|--|--|---|--|
|               | Name and address   | Description of interest to be acquired | Name and address  | Description of the land for which the person in adjoining column is likely to make a claim |
| 1.            | Bank of Abervalley<br>1 Civil Street<br>AB1 5CD                                      | Mortgage                               | -   | -  |

Dated this 29<sup>th</sup> day of January 2020

The Common Seal of Cwm County Council was affixed in the presence of:

.....

AUTHORISED SIGNATORY

**MAP REFERRED TO IN THE CWM COUNTY COUNCIL (REDEVELOPMENT OF  
LAND AT 1 – 4 STRYD GLYNDWR ABERVALLEY) COMPULSORY PURCHASE  
ORDER 2020**



|              |
|--------------|
| Key:         |
| Title = Pink |

## Appendix 8 - Example of a Form of Notice to a Qualifying Person in Respect of Land Comprised in the CPO

### **Form of Notice to a Qualifying Person in Respect of Land (or of Land to be Subject to New Rights) Comprised in a Compulsory Purchase Order**

The [Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase] Order 20[20]

The [Town and Country Planning Act 1990]

and the Acquisition of Land Act 1981

1. The [Cwm County Council] has [made on [INSERT DATE] the [Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase] Order 2020] under [section 226(1)(1) of the Town and Country Planning Act 1990]. It is about to [submit this Order to the Welsh Ministers for confirmation] and, if [confirmed], the Order will authorise [Cwm County Council] to purchase compulsorily [the land] described below for the purpose of [facilitating the redevelopment and improvement of the land known as 1 – 4 Stryd Glyndwr and the wider area of Stryd Glyndwr, Close Aberpennar and Clos Glyndwr including securing the provision of residential development together with retail uses along with transport infrastructure and green space].
2. A copy of the order and of the map referred to therein have been deposited at [Cwm County Council Offices HQ, Beth Industrial Estate, Abervalley, AB1 8UJ] and may be seen at all reasonable hours.
3. If no relevant objection (as defined in [section 13(6) of] the Acquisition of Land Act 1981) is made, or if all objections so made are withdrawn, or if the Welsh Ministers are satisfied that every objection so made [either] relates exclusively to matters of compensation which can be dealt with by the Upper Tribunal (Lands Chamber) [or amounts in substance to an objection to the provisions of the development plan defining the proposed use of any land comprised in the order] the Welsh Ministers may [confirm] the order with or without modifications.
4. In any other case where a relevant objection has been made which is not withdrawn or disregarded, the Welsh Ministers are required, before [confirming] the order, either to—
  - (i) cause a public local inquiry to be held;
  - (ii) afford to the objector an opportunity of appearing before and being heard by a person appointed by the Welsh Ministers for the purpose; or
  - (iii) with the consent of the objector, follow a written representations procedure.

5. The Welsh Ministers may then, after considering the objection and the report of the person who held the inquiry or hearing or considered the written representations, [confirm] the order with or without modifications. [In the event that there is no objection, whether by a qualifying person or otherwise, the Welsh Ministers may in certain circumstances permit the acquiring authority to determine confirmation of the order].
  
6. Any objection to the order must be made in writing to the Welsh Ministers before [INSERT A DATE AT LEAST 21 DAYS FROM THE DATE OF FIRST PUBLICATION OF THE NOTICE] and state the title of the order, the grounds of objection and the objector's address and interests in the land.

Description of [land]

| <b>Extent, description and situation of the land</b>   |
|--|
| All interests in 400 square metres of derelict land known as 1, 2 and 3 Stryd Glyndwr  |
| All interests in 69 square metres of grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr and on the junction with Clos Glyndwr |

Date:

Signature:

## Appendix 9 - Example of a Form of Notice Concerning a CPO for Newspaper Publication and Affixing on or near the Land Comprised in the Order

### Form of Notice Concerning a Compulsory Purchase Order for Newspaper Publication and Affixing on or near the Land Comprised in the Order

The [Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase] Order 20[20]

Compulsory purchase of [land] in Stryd Glyndwr, Abervalley

Notice is hereby given that the [Cwm County Council] has [made] the [Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase] Order 2020] under [section of 226(1)(a) of] [the Town and Country Planning Act 1990]. It is about to [submit] this order [to the Welsh Ministers for confirmation] and, if [confirmed], the order will authorise [Cwm County Council] to purchase compulsorily [the land] described below for the purpose of [facilitating the redevelopment and improvement of the land known as 1 – 4 Stryd Glyndwr and the wider area of Stryd Glyndwr, Close Aberpennar and Clos Glyndwr including securing the provision of residential development together with retail uses along with transport infrastructure and green space].

A copy of the order and of the accompanying map may be seen at all reasonable hours at [Cwm County Council Offices HQ, Beth Industrial Estate, Abervalley, AB1 8UJ].

Any objection to the order must be made in writing to [The Planning Inspectorate Wales, Specialist Case Work, Government Building, Cathays Park, Cardiff, CF10 3NQ] before [INSERT A DATE AT LEAST 21 DAYS FROM THE DATE OF FIRST PUBLICATION OF THE NOTICE] and state the title of the order, the grounds of objection and the objector's address and interests in the land.

Description of [land]

|  |
|--|
| Extent, description and situation of the land  |
| All interests in 400 square metres of derelict land known as 1, 2 and 3 Stryd Glyndwr  |
| All interests in 69 square metres of grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr and on the junction with Clos Glyndwr |

Date:

Signature:

# Appendix 10 - Example of a Statement of Case for a Vacant Land Town and Country Planning Act CPO

**THE [*INSERT TITLE OF CPO* E.G. CWM COUNTY COUNCIL (REDEVELOPMENT OF LAND AT 1 – 4 STRYD GLYNDWR ABERVALLEY) COMPULSORY PURCHASE ORDER 2020]**

**THE [*INSERT TITLE OF LEGISLATION* E.G. TOWN AND COUNTRY PLANNING ACT 1990**

**THE LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1976]  
AND THE ACQUISITION OF LAND ACT 1981**

**Statement of Case of [*INSERT NAME OF ACQUIRING AUTHORITY* E.G. CWM COUNTY COUNCIL]**

**[*INSERT DATE*]**

1. Introduction

- 1.1 [INSERT TITLE OF ACQUIRING AUTHORITY e.g. Cwm County Council] of [INSERT ADDRESS OF ACQUIRING AUTHORITY e.g. Cwm Valley Business Estate, Abervalley, AB1 9CD] (“the acquiring authority”) has made the compulsory purchase order (“CPO”) under section [INSERT SECTION NUMBER e.g. 226(1)(a)] of the [INSERT TITLE AND DATE OF THE ACT AUTHORISING COMPULSORY PURCHASE e.g. Town and Country Planning Act 1990 (“TCPA 1990”) (as amended)] and the Acquisition of Land Act 1981.
- 1.2 [INSERT PURPOSE OF CPO IN LINE WITH WORDING OF THE ACT AUTHORISING COMPULSORY PURCHASE e.g. The purpose of the CPO is to facilitate the redevelopment and improvement] of the CPO land described in paragraph x below and to implement the CPO scheme. [INSERT WORDING OF THE ACT AUTHORISING COMPULSORY PURCHASE e.g. The acquiring authority is confident the CPO scheme will improve the social, economic and environmental well-being] of the [DESCRIBE AREA e.g. the residential area comprising of Stryd Glyndwr, Close Aberpennar and Clos Glyndwr, Abervalley].
- 1.3 [INSERT STATEMENT RELATING TO ACQUIRING RIGHTS OVER LAND e.g. Section 13 of the Local Government (Miscellaneous Provisions) Act 1976 (“LG(MP)A 1976”) enables a local authority to compulsorily acquire new rights over land to enable construction and maintenance works to be carried out to deliver and maintain the CPO scheme].

2. Description of the Compulsory Purchase Order land

- 2.1 The CPO land is situated at [DESCRIBE LOCATION e.g. the residential area of Stryd Glyndwr and identified as property numbers 1 – 3, grazing land known as number 4 Stryd Glyndwr, and vacant scrub land adjacent to land known as number 4 Stryd Glyndwr] and comprises approximately [INSERT SITE AREA AND BRIEF DESCRIPTION OF TOPOGRAPHICAL FEATURES e.g. 519 square metres of flat land]. [INSERT DESCRIPTION OF CURRENT USE[S] e.g. The CPO land mainly comprises of three derelict, empty properties (numbers 1 – 3 Stryd Glyndwr) with the eastern part of the land being vacant and used for occasional grazing uses].

- 2.2 [DESCRIBE NORTHERN BOUNDARY OF THE CPO LAND e.g. The CPO land is bounded to the North by the rear boundaries of property numbers 16 and 18 Clos Glyndwr]. [DESCRIBE SOUTHERN BOUNDARY e.g. The CPO land is bounded to the South the public highway of Stryd Glyndwr].
- 2.3 [DESCRIBE EASTERN BOUNDARY e.g. The Eastern boundary of the CPO land is formed by the public highway of Clos Glyndwr]. [DESCRIBE WESTERN BOUNDARY e.g. the Western boundary of the CPO land is formed by a vacant parcel of land to the rear of property numbers 2 – 18 Clos Aberpennar].
- 2.4 [DESCRIBE ALLOCATION e.g. The CPO land is allocated for mixed use development] in the [DESCRIBE DEVELOPMENT PLAN DOCUMENT(S) AND DATE e.g. Cwm County Council Local Development Plan (LDP) 2015 - 2030].
- 2.5 [IDENTIFY ANY LAND AND/OR BUILDINGS THAT ARE LISTED OR AN ANCIENT MONUMENT WITHIN THE CPO LAND e.g. There are no listed buildings or scheduled ancient monuments located within the boundaries of the CPO land].
- 2.6 [IDENTIFY ANY PART OF THE CPO LAND THAT IS WITHIN A CONSERVATION AREA e.g. There is no part of the CPO land which is located within a conservation area].
- 2.7 [IDENTIFY ANY LAND AND/OR BUILDINGS THAT ARE IDENTIFIED AS A SPECIAL CATEGORY OF LAND, CROWN LAND, CONSECRATED LAND, RENEWAL AREA, ETC e.g. There are no issues concerning special categories of land, crown land, consecrated land or renewal areas within the CPO land].
- 2.8 [INSERT STATEMENT REGARDING STATUTORY UNDERTAKERS APPARATUS e.g. Equipment and structures of the statutory undertakers will be protected, replaced, diverted, extended or improved as necessary. The land known as number 4 Stryd Glyndwr included within the CPO land is constraint by an easement to allow Telecommunications Cymru access to the northern boundary of the site to maintain its apparatus].

- 2.9 [DESCRIBE CONDITION OF CPO LAND, IDENTIFY HISTORICAL DEVELOPMENT OF THE LAND AND ANY DEVELOPMENT CONSTRAINTS e.g. The CPO land is in poor condition and was previously occupied by four residential properties. Three of the properties remaining on site have been unoccupied since 2000 and one of the properties (4 Stryd Glyndwr) suffered extensive fire damaged in 2005 and was demolished in 2006. The site of the former property has remained derelict and undeveloped. The three remaining properties (1 – 3 Stryd Glyndwr) on the CPO land have deteriorated significantly due to the lack of maintenance. The CPO land is unsightly, neglected and considered an eyesore by nearby surrounding residents and the local community council. The CPO land is also subject to frequent littering, dog fouling, fly-tipping and attracts antisocial behaviour which has deterred private sector investment].
- 2.10 [DESCRIBE THE CURRENT OWNERSHIP ARRANGEMENTS AND EFFORTS TO ACQUIRE THE LAND BY AGREEMENT e.g. The CPO land comprises a [INSERT SIZE OF LAND IN SQUARE METRES e.g. 519 sq. metres] in multiple ownership (i.e. two separate landowners and one rights holder). Several attempts have been made by the acquiring authority to acquire the CPO land by agreement without success. Further details on the attempts by the acquiring authority to acquire the CPO land by agreement is provided below in section 5 below. Single ownership is required to enable development to proceed. Compulsory purchase will enable redevelopment to take place at an early date by providing certainty for programming and will enable the acquiring authority to achieve its objectives. The acquiring authority will continue to attempt to purchase land by agreement.
- 2.11 The extent of the CPO land is illustrated on the CPO map appended to the CPO. Individual plot boundaries and numbers on the CPO map correspond with the Schedule to the CPO.
- 2.12 The land proposed to be acquired is shown coloured [DESCRIBE COLOUR e.g. pink] on the CPO map.
- 2.13 The land where new rights are sought under section 13 of the LG(MP)A 1976 is shown coloured [DESCRIBE COLOUR e.g. blue] on the CPO map.
- 3 The acquiring authority's purpose
- 3.1 [DESCRIBE THE CHOSEN ENABLING POWER AND EXPLAIN THE USE OF THE POWER e.g. Under section 226(1)(a) of the TCPA 1990 a local authority has the power, on being authorised to do so by the Welsh Ministers, to acquire compulsorily any land in their area if thinks the acquisition will facilitate the carrying out of development, re-development or improvement on or in relation to the land.

The authority must not exercise the power under section 226(1)(a) unless it thinks the development, re-development or improvement is likely to contribute to the achievement of any one or more of the following objects–

- (a) the promotion or improvement of the economic well-being of their area;
- (b) the promotion or improvement of the social well-being of their area;
- (c) the promotion or improvement of the environmental well-being of their area].

3.2 [OUTLINE PURPOSE FOR SEEKING TO ACQUIRE THE LAND e.g. The purpose of the CPO is to facilitate the redevelopment and improvement] of the CPO land and the wider [DESCRIBE AREA e.g. residential] area of Stryd Glyndwr, Close Aberpennar and Clos Glyndwr and to implement the CPO scheme. The CPO is required to ensure the timely acquisition of land and rights required for the scheme].

3.3 [OUTLINE HOW THE SCHEME PROVIDES A MORE EFFECTIVE USE OF LAND AND AN IMPROVEMENT ON THE EXISTING SITUATION i.e. The benefits from the CPO scheme, which will contribute towards the economic, social and environmental well-being of the area, include the following:

- An improvement in the condition of the land which is of serious detriment to the visual amenity of the residential areas of Stryd Glyndwr, Clos Aberpennar and Clos Glyndwr and which will worsen without appropriate action being taken.
- Remove an impediment to the regeneration of the wider residential area which forms part of the Abervalley Town Centre Regeneration Framework (2015). The Framework identifies key residential areas in Abervalley where regeneration investment is required, this includes the area covering Stryd Glyndwr, Close Aberpennar and Clos Glyndwr which ranks highly in the Wales Index of Multiple Deprivation.
- The land has remained derelict and unused since approximately 2006, and the redevelopment of the land will improve both the negative image and social space of Stryd Glyndwr. It will help create an attractive environment for residents and visitors to the town along with investment opportunities for the private sector.
- Provide additional residential units to address the shortage of housing accommodation available in the county borough.
- Improve the flow of traffic of the area and safety of residents through the off-street parking element of the CPO scheme.

- Create a new green space in the heart of the community which will lower housing density and provide a focal point and asset for residents. The planned refurbishment of the existing properties into a mix of uses and the construction of new housing around the green space will attract economically active residents and create a more balanced, stable and sustainable community.
- Contribute to delivering a safe, attractive and vibrant town which is a priority identified in the Cwm County Council 2018 – 2022 Corporate Plan “*Taking Us Forward*”].

3.4 [DESCRIPTION OF DEVELOPMENT, LAND USES AND ACCOMMODATION BREAKDOWN e.g. The CPO scheme comprises:

- The refurbishment of three terraced houses (numbers 1 – 3 Stryd Glyndwr) to be completed in partnership with a housing association and a private sector developer, into a mixture of: 2 x 2 bedroom apartments, retail units and A3 uses.
- Housing on the vacant plot of land formerly known as 4 Stryd Glyndwr.
- A communal garden to serve the residential areas of Stryd Glyndwr, Clos Aberpennar and Clos Glyndwr.
- Provision for off-street car parking.

The acquiring authority will be working to ensure:

- Owner occupation and/or Registered Social Landlord ownership.
- Since occupancy family housing and good quality apartments.

The acquiring authority’s proposals will result in:

- A balanced housing market in terms of type and tenure.
- Increased economically active residents in the area.
- A settled community.
- An attracted environment to live, work and visit.

In drawing up the proposals, regard has been given to the interference with the rights of all those with interests in the CPO land and who would otherwise be affected by the CPO scheme].

- 3.5 [INSERT A DESCRIPTION OF ANY NEW RIGHTS WHICH ARE BEING CREATED, SUCH AS A RIGHT OF ACCESS, AND AN EXPLANATION OF WHY THE NEW RIGHTS ARE NEEDED e.g. In addition to the land required, the implementation of the CPO scheme requires the acquisition a new rights over vacant scrub land on the north-eastern boundary of the CPO land adjacent to land known as number 4 Stryd Glyndwr owned by a third party. The rights are required to secure a right of access to this part of the CPO land without the development cannot be achieved. The CPO Schedule provides full details of the rights to be acquired in respect to each plot of land however the acquiring authority will continue to seek to acquire the rights by agreement].
- 3.6 [WHERE AN AGREEMENT UNDER SECTION 106 OF THE TCPA 1990 HAS BEEN ENTERED INTO INSERT THE FOLLOWING:  
 “[NAME OF PARTIES] ENTERED INTO AN AGREEMENT UNDER SECTION 106 OF THE TCPA 1990 ON [DATE] PRIOR TO THE ISSUE OF THE PLANNING PERMISSION, TO BIND THE CPO LAND. THE SECTION 106 AGREEMENT SECURED THE FOLLOWING BENEFITS:  
 (A) [DETAILS OF FINANCIAL OBLIGATIONS.  
 (B) [DETAILS OF NON-FINANCIAL OBLIGATIONS.]”].

*Planning policy: national and local*

- 3.7 [INSERT THE CASE FOR THE CPO SCHEME WITH REFERENCE TO RELEVANT PLANS AND STRATEGIES, A STATEMENT ABOUT THE PLANNING POSITION OF THE CPO LAND AND HOW THE CPO SCHEME CONFIRMS TO STATUTORY DUTIES e.g. The need for the comprehensive redevelopment of the CPO land is recognised and supported by planning policy at national and local levels as follows: [DETAIL RELEVANT NATIONAL, REGIONAL AND LOCAL PLANNING POLICY e.g.
- Planning Policy Wales (PPW) [INSERT RELEVANT EDITION NUMBER e.g. Edition 10, December 2018)] i.e.
    - Paragraph 2.8 (placemaking);
    - Paragraphs 3.51 – 3.53 (previously developed land including use of compulsory purchase powers);
    - Paragraphs 4.2.1 and 4.2.17 (housing delivery); and
    - Paragraphs 4.5.1 and 4.5.7 (recreational spaces).
    - Paragraph 4.3.34 (mixed uses and primary and secondary shopping areas).
  - Strategic area wide policy SEW 2 in the Cwm County Council Local Development Plan (LDP) 2015 – 2030 – Sustainable development. The site meets the LDP’s criteria for sustainable development.

- Strategic area wide policy SEW 5 in the Cwm County Council LDP – Key Settlement of Abervalley. SEW 5 focuses on building strong, sustainable and integrated communities in the key settlement of Abervalley. SEW 5 promotes the redevelopment of derelict, vacant land through the regeneration of Abervalley. This will be achieved by the CPO scheme.
- Strategic area wide policy SEW 15 in the Cwm County Council LDP – Promoting a Diverse Economy. The redevelopment and improvement of the CPO land will replace a vacant, derelict site with a mixed-use scheme which will contribute to the regeneration of the key settlement of Abervalley and promote a strong, diverse economy in the settlement.
- Local policy LP 1 in the Cwm County Council LDP – allocation for residential. The redevelopment and improvement of the CPO land to provide additional housing units on the site confirms with the allocation for residential development under local policy LP 1.
- Local policy LP 16 in the Cwm County Council LDP – Stryd Glyndwr. The redevelopment and improvement of the CPO land will support the enhancement of the character and appearance of Stryd Glyndwr which is identified as a priority area in the key settlement of Abervalley.
- Cwm County Council 2018 – 2022 Corporate Plan “*Taking Us Forward*”.
- Abervalley Town Centre Regeneration Framework (2015)].

*Planning position*

- 3.8 [IF THERE IS AN ACTIVE PLANNING PERMISSION ON THE CPO LAND STATE WHETHER OUTLINE OR FULL AND ON WHAT DATE ISSUED e.g. The CPO scheme was granted outline planning permission under application reference number 007/19 on 1 October 2019 at THE Planning Management Committee of 9 September 2019.
- 3.9 The CPO scheme has been considered acceptable when assessed against the acquiring authority's development plan in place at the date of the planning permission and taking into account all other material considerations. A full appraisal of the relevant national, regional and local planning policy considerations relevant to the CPO scheme are set out in the Planning Officer's Report to the Planning Management Committee dated of 9 September 2019, a copy of which is attached at Appendix 1].

*Well-being of Future Generations (Wales) Act 2015*

- 3.10 [OUTLINE HOW THE CPO SCHEME CONTRIBUTES TO THE SEVEN WELL-BEING GOALS SET OUT BY THE WELL-BEING OF FUTURE GENERATIONS (WALES) ACT 2015 e.g. The CPO scheme makes a direct contribution to the seven well-being goals set out in the Well-being of Future Generations (Wales) Act 2015, in particular:
- ‘A healthier Wales’: the provision of a communal garden will help maximise the communities’ physical and mental well-being;
  - ‘A more equal Wales’: a mixture of housing association and private sector let residential development will enable local people to fulfil their potential no matter what their socio-economic background or circumstances; and
  - ‘A Wales of cohesive communities’: the redevelopment and improvement of derelict, vacant land into a mixture of uses will contribute to supporting an attractive, viable, safe and well-connected community].
- 3.11 [OUTLINE HOW REGARD WILL BE HAD TO THE ‘FIVE WAYS OF WORKING’ CONTAINED IN THE WELL-BEING OF FUTURE GENERATIONS (WALES) ACT 2015 THROUGH THE CPO SCHEME e.g. The CPO scheme is consistent with the sustainable development principle established by the Well-being of Future Generations (Wales) Act 2015 through the five ways of working:
- Long term – the objectives of the CPO scheme, and the actions which will deliver these objectives, are part of a long term vision of enhancing the town of Abervalley and regenerating the residential areas of Stryd Glyndwr, Clos Aberpennar and Clos Glyndwr which is in accordance with the adopted Cwm County Council LDP 2015 - 2030.
  - Prevention – the CPO scheme seeks to address a range of issues to achieve the vision of the acquiring authority and to ensure they do not get worse or reoccur in the future.
  - Integration – the CPO scheme will help deliver a number of objectives identified in: Cwm County Council 2018 – 2022 Corporate Plan “*Taking Us Forward*”; Abervalley Town Centre Regeneration Framework (2015); Cwm County Council LDP 2015 – 2030. This will ensure the approach to regenerating Abervalley is joined-up, integrated and co-ordinated.
  - Collaboration – intrinsic to the delivery of the CPO scheme is collaboration with other public services, third sector organisations, and partners from the private sector.

- Involvement – the views of the communities in the residential areas of Stryd Glyndwr, Clos Aberpennar and Clos Glyndwr have been sought on the proposals to achieve buy-in to the CPO scheme. The views of the communities have informed the final composition of the CPO scheme and the communities will be involved with the delivery of the CPO scheme as deemed appropriate].

#### *Public Sector Equality Duty*

- 3.12 [INSERT A STATEMENT ON HOW THE REQUIREMENTS OF THE PUBLIC SECTOR EQUALITY DUTY ARE BEING TAKEN INTO CONSIDERATION AS PART OF THE CPO PROCESS e.g. All public body acquiring authorities are bound by the Public Sector Equality Duty as set out in section 149 of the Equality Act 2010. As part of the Public Sector Equality Duty, public body acquiring authorities must have due regard to the need to promote equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it.
- 3.13 As part of the CPO process the acquiring authority has given consideration to all the protected characteristics in the Equality Act 2010 through completion of an Equality Analysis (EqA). The EqA has been undertaken to assess the potential impact on people with protected characteristics of the making of the CPO and the implementation of the CPO scheme, in line with the Equality Act 2010. This will ensure any potential impacts of the CPO have been considered and where possible mitigated. In summary, equality of opportunity is being promoted by making sure all CPO documentation is accessible for people with sight problems or learning difficulties and that people have access to advocates or advice.
- 3.14 The EqA will be monitored and reviewed throughout the CPO process to ensure any future impact can be measured and mitigated against as necessary].

#### 4 Third party interests in and rights over the Compulsory Purchase Order Land

- 4.1 [INSERT DETAILS OF PARTIES WITH A QUALIFYING INTEREST IN THE CPO LAND ACQUIRED THROUGH A REFERENCING EXERCISE e.g. The Schedule to the CPO lists all parties with a qualifying interest in the CPO land as defined by section 12(2) of the Acquisition of Land Act 1981 including:
- (a) Owners, lessees, tenants and occupiers of the CPO land.
  - (b) Those with the benefit of rights within the CPO land or restrictive covenants that affect titles that make up the CPO land.

- (c) All other parties with a power to sell, convey or release an interest or right over the CPO land and any parties entitled to make a compensation claim under section 10 of the Compulsory Purchase Act 1965.
- 4.2 The CPO Schedule has been prepared following an extensive referencing exercise by the acquiring authority and is based upon information gathered through:
- (a) inspection of: Land Registry Title documents; rating records; council tax records; planning records; records (e.g. tenancy schedules) of any private sector partner;
  - (b) site inspections and enquiries with occupiers of the land, agents and local authority valuers; and
  - (c) responses to notices requiring information issued under section 5A of the Acquisition of Land Act].
- 4.3 [STATE WHETHER OR NOT THE CPO LAND IS OWNED BY ANOTHER LOCAL AUTHORITY (IF SO, NAME THE LOCAL AUTHORITY), THE NATIONAL TRUST OR WHICH FORMS PART OF A COMMON, OPEN SPACE LAND OR FUEL OR FIELD GARDEN ALLOTMENT e.g. None of the CPO land is owned by another local authority, by the National Trust or which forms part of a common, open space land or fuel or field garden allotment].
- 4.4 [STATE WHETHER OR NOT ANY OWNERS ARE LISTED AS 'UNKNOWN' IN THE CPO SCHEDULE, IF THEY ARE PROVIDE DETAILS OF THE STEPS TAKEN TO IDENTIFY THE OWNER(S) e.g. There are no owners listed as 'unknown' in the CPO Schedule].
- 4.5 [STATE WHETHER OR NOT AT THE MAKING OF THE CPO THERE ARE KNOWN UTILITIES COMPANIES WHO WILL BE AFFECTED BY THE CPO SCHEME e.g. At the date of the making of the CPO there is one known utilities company which will be affected by the CPO scheme, this is detailed in the CPO Schedule].

## 5 Engagement and negotiations with affected parties

- 5.1 [OUTLINE:
- (A) THE STEPS TAKEN TO NEGOTIATE FOR THE ACQUISITION OF THE LAND BY AGREEMENT; AND
  - (B) WHAT ENGAGEMENT HAS BEEN UNDERTAKEN WITH PEOPLE AFFECTED BY THE PROPOSAL AND THE ISSUES OR CONCERNS RAISED. IF PLANS HAVE BEEN ALTERED TO ADDRESS CONCERNS EXPLAIN HOW. ALTERNATIVELY, EXPLAIN WHY IT HAS NOT BEEN ABLE TO ADDRESS SPECIFIC CONCERNS. ALSO EXPLAIN WHAT HAS BEEN DONE TO LESSEN THE IMPACT ON PEOPLE, COMMUNITIES AND BUSINESSES AND/OR TO HELP THEM RELOCATE.

e.g. The acquiring authority is seeking to negotiate with each qualifying person to acquire their interests in the CPO land in order that compulsory acquisition can be avoided. Given the time frame involved in obtaining a CPO, the acquiring authority is planning for and initiating the formal CPO procedures in parallel with negotiations.

- 5.2 The acquiring authority has previously attempted to acquire interests by agreement through the issuing of letters by recorded delivery to the respective landowners to express concern over the condition of the CPO land, ascertain their intentions and set out the acquiring authority's proposals for the land. Landowners have been informed of the various options available for the disposal or return of the land to beneficial use. This includes the acquiring authority willing to purchase the land by agreement alongside and throughout the CPO process, and up to possession should the CPO be confirmed.
- 5.3 In relation to the vacant land known as number 4 Stryd Glyndwr, the acquiring authority met with the landowner and their representatives on 29 September 2019 to discuss the potential sale of the site. To demonstrate a willingness to acquire the interest by agreement the acquiring authority proposed a Memorandum of Agreement with the landowner to establish principles for a private sale. However, negotiations for purchasing the land by agreement have proved unsuccessful so far and discussions continue.
- 5.4 On 5 November 2019 the landowners were notified because of the declining condition of the land and complaints received by the Environmental Health Department, the acquiring authority would be seeking to commence the procedure for the compulsory purchase of the CPO land. No responses to this notification have been received from the landowners. As a result, a CPO is required to implement the CPO scheme to redevelop and improve the land.
- 5.5 The acquiring Authority has contacted all affected landowners with a view to negotiating an appropriate licence to acquire the new rights prior to the CPO being confirmed. The CPO will nevertheless include and make provision for the necessary acquisition of the reserved rights in case the requisite rights cannot be secured by agreement.
- 5.6 A comprehensive summary of the acquiring authority's engagement with the landowners is included in the Cwm County Council Resolution to Use Compulsory Purchase Powers Report (dated 5 December 2019) which is attached at Appendix 2.
- 5.7 The acquiring authority will continue its attempts to acquire interests by agreement. This will be undertaken alongside and throughout the CPO process, up to possession should the CPO be confirmed. As there is no certainty all interests can be acquired by agreement, the CPO is necessary to ensure the CPO land can be assembled to deliver the CPO scheme].

- 5.8 [WHERE A CPO SCHEME WILL INVOLVE THE RELOCATION OF BUSINESSES INSERT A STATEMENT ON PROPOSALS FOR RELOCATING BUSINESS TENANTS E.G. *“ACQUISITION OF THE INTERESTS WILL AFFECT A NUMBER OF BUSINESSES. DISCUSSIONS WITH BUSINESS OCCUPIERS HAVE TAKEN PLACE SINCE THE ORIGINAL PROPOSALS WERE THE SUBJECT OF CONSULTATION AND A NUMBER OF TENANTS ARE DISCUSSING RELOCATION. IN SOME CASES THE ACQUIRING AUTHORITY IS SEEKING TO AGREE RELOCATION ARRANGEMENTS. THE ACQUIRING AUTHORITY IS SUPPORTIVE OF ASSISTING THOSE SEEKING RELOCATION AND DISCUSSIONS CONTINUE. FURTHER INFORMATION CAN BE OBTAINED FROM THE ACQUIRING AUTHORITY: [CONTACT DETAILS].”*]
- 5.9 [WHERE STATUTORY UNDERTAKERS WILL BE AFFECTED BY A CPO INSERT A STATEMENT ON THE STEPS TAKEN TO PROTECT THEIR INTEREST E.G. *“THE ACQUIRING AUTHORITY HAS IDENTIFIED ALL THE STATUTORY UNDERTAKERS AFFECTED BY THE CPO IN ORDER TO ENTER INTO AGREEMENTS TO PROTECT OR, IF NECESSARY, RELOCATE THEIR EQUIPMENT OR SERVICES. DISCUSSIONS ARE PROGRESSING WITH THEM.”*]
- 5.10 [WHERE CPO LAND IS OWNED BY ANOTHER LOCAL AUTHORITY OR THE NATIONAL TRUST, PROVIDE A STATEMENT ON THE NEGOTIATIONS BEING UNDERTAKEN E.G. *DISCUSSIONS ARE ONGOING WITH [NAME OF LOCAL AUTHORITY] AND/OR THE NATIONAL TRUST IN RESPECT OF THEIR LAND. NEGOTIATIONS CAN BE SUMMARISED AS FOLLOWS: ...*
- IF AN OBJECTION IS MADE BY [A STATUTORY UNDERTAKER] [A LOCAL AUTHORITY] [THE NATIONAL TRUST] ANY CONFIRMATION OF THE CPO BY THE WELSH MINISTERS WILL BE SUBJECT TO SPECIAL SENEDD PROCEDURE.”*].
- 5.11 [WHERE A CPO LAND INVOLVES COMMON LAND, OPEN SPACE OR ALLOTMENT LAND, STATE A CERTIFICATE UNDER SECTION 19 OF THE ACQUISITION OF LAND ACT 1981 IS REQUIRED FROM THE WELSH MINISTERS TO AUTHORISE ITS ACQUISITION THROUGH THE CPO. ALSO, THAT CONFIRMATION WILL BE SUBJECT TO SPECIAL SENEDD PROCEDURE UNLESS THE WELSH MINISTERS CERTIFY ONE OF THE THREE EXCEPTIONS APPLIES UNDER SECTION 19 OF THE ACQUISITION OF LAND ACT 1981. IDENTIFY ANY SUCH LAND AND STATE THE GROUNDS OF THE APPLICATION].

### *Consultations*

- 5.12 [INSERT DETAILS OF THE CONSULTATION UNDERTAKEN TO INFROM THE CPO SCHEME e.g. The development of the CPO scheme has involved an ongoing process of consultation with statutory authorities, specialists, and local community groups.
- 5.13 An extensive consultation exercise was undertaken between June and August 2019 regarding the CPO scheme. Ninety people attended a public exhibition and preview evening, forty-five completed questionnaires were returned, and 50 letters were received from individuals, interested groups, and community councils. The public information exhibitions were held over a two-day period at the Abervalley Community Centre on 1 and 2 September 2019.
- 5.14 The Abervalley Town Centre Forum has acted as a primary vehicle for community liaison and included representatives of a range of community groups and elected members to discuss key issues in the evolution of the CPO scheme. It is intended that the Abervalley Town Centre Forum will continue to meet regularly throughout the pre-construction and construction period to review progress made on implementing the CPO scheme.
- 5.15 The CPO scheme details were presented to the Design Commission for Wales and their comments were considered in the development of the scheme.
- 5.16 Landowners and people whose properties or private means of accesses would be directly affected by both the implementation and operation of the CPO scheme were contacted and informed about the details of the proposed scheme].

### 6 Justification for the use of compulsory purchase powers

- 6.1 [INSERT A STATEMENT JUSTIFYING THE USE OF ITS COMPULSORY PURCHASE POWERS, INCLUDING THE PUBLIC BENEFIT OF THE PROPOSED CPO SCHEME AND HOW IT HAS BEEN WEIGHED AGAINST THE IMPACT ON THE PEOPLE AFFECTED. ALSO, WHERE A RANGE OF USES ARE PROPOSED AS PART OF A CPO SCHEME EXPLAIN WHY THE ENABLING COMPULSORY PURCHASE POWER WAS CHOSEN e.g. Under section 226(1)(a) of the TCPA 1990 the acquiring authority has the power, on the authority of the Welsh Ministers, to acquire compulsorily any land in their area which will facilitate the carrying out of development, redevelopment or improvement on or in relation to the land providing it is likely to contribute to the achievement of the promotion or improvement of either the:
- (a) economic well-being of their area;
  - (b) social well-being of their area; or
  - (c) environmental well-being of their area.

- 6.2 The acquiring authority proposes, through the use of its compulsory purchase powers, to redevelop and improve an unsightly, neglected and derelict parcel of land for the purpose of delivering a mixed-use scheme to improve the economic, social and environmental well-being of the communities of Stryd Glyndwr, Clos Aberpennar and Clos Glyndwr. The CPO scheme will increase the residential offer in the area, provide employment opportunities, improve the public realm and develop an area of public space which will add social value for residents, shoppers and visitors.
- 6.3 As the current landowners have left the CPO land in an abandoned and vacant state, anti-social activities and public nuisance on the site have increased to the detriment of the communities living nearby. The acquiring authority therefore considers there is a compelling case in the public interest for the compulsory acquisition of the land and rights over the land which outweighs private land interests.
- 6.4 Due to the range of uses proposed as part of the CPO scheme, the acquiring authority considers no other single specific compulsory purchase power would be appropriate].
- 6.5 [INSERT A STATEMENT THAT THE LAND SUBJECT TO COMPULSORY PURCHASE IS THE MINIMUM REQUIRED FOR THE SCHEME e.g. The land the subject of the CPO represents the minimum necessary to deliver the proposed CPO scheme. The acquiring authority has given careful consideration to the need to include each parcel of land and each new right within the CPO land. Without ownership and control of the entire CPO land it is not possible to deliver the comprehensive CPO scheme as currently proposed and permitted. A smaller site or smaller version of the CPO scheme would not achieve the environmental, social and economic benefits associated with the CPO scheme. The acquiring authority considers there are no suitable viable or available alternative sites].
- 6.6 [INSERT RELEVANT INFORMATION SPECIFIC TO THE PURPOSE OF THE CPO (E.G. CRIME REPORTS OR ENVIRONMENTAL STUDIES) e.g. The Police Authority for Abervalley have produced a number of Crime Reports for indecent which have occurred on the CPO land including:
- (i). Break-ins at the property numbers 1 – 3 Stryd Glyndwr (June 2001);
  - (ii). Vandalism at the property number 4 Stryd Glyndwr (May 2002);
  - (iii). Break-in at the property number 4 Stryd Glyndwr (January 2004);
  - (iv). Fire damage at the property number 4 Stryd Glyndwr (September 2005);

- (v). Vandalism at the properties at numbers 1 – 3 Stryd Glyndwr (April 2006).

The acquiring authority has been required to use its statutory powers under the Building Act 1984 and TCPA 1990 on at least ten occasions between 2000 and 2018 in the interests of public safety to undertake urgent physical works. This includes securing the site, demolishing the property at number 4 Stryd Glyndwr, and making good the floor slabs. This is considered an on-going issue for the acquiring authority].

- 6.7 [INSERT A STATEMENT ON THE CONSEQUENCES OF NOT DELIVERING THE CPO SCHEME e.g. Failure to provide the CPO scheme will result in a further decline in the physical state of the CPO land and continuing anti-social behaviour in the area. The negative image contributed to the area will remain. There is also a risk of further enforcement action having to be taken by the acquiring authority in order to make safe the three empty, derelict properties on the CPO land].
- 6.8 [WHERE ANY VIEWS HAVE BEEN EXPRESSED BY A GOVERNMENT DEPARTMENT ABOUT THE PROPOSED DEVELOPMENT OF THE CPO LAND INSERT DETAILS OF SUCH VIEWS.]
- 6.9 [IF THE MINING CODE HAS BEEN INCLUDED, INSERT REASONS FOR DOING SO].
- 6.10 [WHERE A IS CPO IS MADE UNDER THE HOUSING ACTS PROVIDE INFORMATION REQUIRED IN LIGHT OF WELSH GOVERNMENT POLICY STATEMENTS E.G. CPOS MADE UNDER PART 9 OF THE 1985 ACT REQUIRE A STATEMENT OF UNFITNESS WHERE UNFIT BUILDINGS ARE BEING ACQUIRED].

#### *Consideration of Human Rights*

- 6.11 [INSERT A STATEMENT ON HOW HUMAN RIGHTS HAVE BEEN TAKEN INTO CONSIDERATION I.E. ARTICLE 1 (AND WHERE APPROPRIATE ARTICLE 8) OF THE ECHR e.g. In considering the use of its compulsory purchase powers, the acquiring authority has taken into account and considered the provisions of The First Protocol to the European Convention on Human Rights (“ECHR”). In particular, Article 1 of the First Protocol of the ECHR which provides for the right to the peaceful enjoyment of a person’s possessions and protection of property. It is acknowledged compulsory purchase will not breach these Human Rights where it:
- Is authorised by law;
  - Is proportionate;

- Can be demonstrated to be in the public interest; and
- Landowners and others with an interest in the land are appropriately compensated.

The acquiring authority considers there is a compelling case in the public interest for the compulsory acquisition of the CPO land and rights as it will bring benefits to residents and businesses in the surrounding areas of Stryd Glyndwr, Close Aberpennar and Clos Glyndwr which could not be achieved by agreement. Also, that the compulsory acquisition outweighs the loss which will be suffered by the existing landowners. The CPO follows existing legislative provisions in respect of the making of CPOs and the payment of compensation and, as such, the acquiring authority considers these to be compatible with the ECHR. In the absence of an agreement, the payment of compensation will be settled by a referral to the Upper Tribunal (Lands Chamber)].

## 7 Deliverability

### *Delivery plans*

- 7.1 [INSERT STATEMENTS ON.....The acquiring authority intends to acquire all the interests in the CPO land (unless it is expressly stated in the CPO Schedule) either by agreement or by exercising its compulsory purchase powers as set out in this statement. The acquiring authority will pursue the acquisition of all qualifying interests in accordance with the Acquisition of Land Act 1981 to secure the implementation of the CPO scheme. The acquiring authority considers the interests and rights in the CPO land currently vested in third parties do not present an impediment to the deliverability of the CPO scheme if the correct statutory procedures are followed.
- 7.2 The Acquiring Authority are keen to commence the CPO scheme as soon as reasonably practicable. The present intention is for construction to commence in 2020 with an anticipated build of around 2 years.
- 7.3 [INSERT WHETHER OR NOT THERE ARE ANY OBSTACLES, POTENTIAL BARRIERS OR TIME CONSTRAINTS TO BE OVERCOME AND ANY PRIOR CONSENT NEEDED BEFORE THE CPO SCHEME CAN BE IMPLEMENTED E.G. NEED FOR A WASTE MANAGEMENT LICENCE e.g. As outline planning permission has been obtained for the CPO scheme it is not anticipated there will be any planning impediments to the scheme proceeding. There are no specific time constraints on the timetable for development other than the acquisition of all third party interests].

7.4 *[INSERT DETAILS OF ANY RELATED CPO, APPLICATION OR APPEAL WHICH MAY REQUIRE A CO-ORDINATED DECISION BY THE WELSH MINISTERS I.E. A CPO MADE UNDER OTHER POWERS, A PLANNING APPEAL/APPLICATION, ROAD CLOSURE, LISTED BUILDING OR CONSERVATION AREA CONSENT APPLICATION “E.G. IT IS INTENDED THE FOLLOWING ROADS [AND PUBLIC RIGHTS OF WAY] WILL BE STOPPED-UP AS PART OF THE CPO SCHEME UNDER SECTION [247 OR 257] OF THE TCPA 1990: [INSERT DESCRIPTION OF ANY ROADS AND PUBLIC RIGHTS OF WAY TO BE STOPPED-UP]. IT IS INTENDED IF OBJECTIONS TO THE APPLICATION FOR STOPPING UP ORDER ARE MADE, ANY INQUIRY WILL BE CO-JOINED WITH THE INQUIRY RELATING TO THE CPO. ONE OR MORE AGREEMENTS UNDER SECTION 278 OF THE HIGHWAYS ACT 1980 WILL BE ENTERED INTO BETWEEN THE ACQUIRING AUTHORITY AND [STATE OTHER PARTIES] IN RESPECT OF [DESCRIBE WORKS TO THE HIGHWAY RELATED TO THE SCHEME.]*

*[INSERT DETAILS AND STATUS OF ANY OTHER NECESSARY CONSENTS REQUIRED RELATING TO THE ROAD NETWORK AND TRANSPORT INFRASTRUCTURE AFFECTED BY THE CPO].”].*

7.5 *[WHERE THE CPO SCHEME WILL BE DELIVERED IN PARTNERSHIP WITH A DEVELOPMENT PARTNER INSERT DETAILS OF THE ARRANGEMENTS E.G. “THE ACQUIRING AUTHORITY HAS ENTERED INTO A [DESCRIBE CONTRACTUAL ARRANGEMENT] WITH ITS DEVELOPMENT PARTNER TO [SUMMARISE PURPOSE OF CONTRACTUAL ARRANGEMENT]. UNDER THE TERMS OF THIS AGREEMENT, [SUMMARISE TERMS]”].*

#### *Funding*

7.6 In the event of the CPO being confirmed by the Welsh Ministers, the assessment of compensation will be in accordance with the “compensation code” where the CPO scheme will be cancelled on the valuation date and the assessment undertaken on a ‘no-scheme world’ basis. The acquiring authority is committed to the regeneration of its key settlements and has a capital budget of £1.5M over the next two financial years (2020/21 – 2021/22) for Investment in Regeneration. It is estimated the development cost for the CPO, based on the ‘no-scheme world’ principle, will be up to £450k. The acquiring authority has allocated capital funding from existing resources for the initial acquisition of the land. This funding will enable the acquiring authority to complete the compulsory acquisition within the statutory period following confirmation of the CPO.

- 7.7 The CPO scheme, which will be cancelled for the purposes of assessing compensation, is as follows:
- refurbishment of three terraced houses into a mix use i.e. residential, retail and A3;
  - new residential development on a vacant plot of land;
  - an area of green space; and
  - off-street car parking.
- 7.8 In summary, the acquiring authority is satisfied there are no financial, physical, planning or legal impediments to the CPO scheme and there is a reasonable prospect it will proceed].

## 8 Publicity

### *Deposit points*

- 8.1 [PROVIDE A LIST OF ANY DOCUMENTS, MAPS AND PLANS WHICH WILL BE RELIED ON BY THE ACQUIRING AUTHORITY AT THE PUBLIC INQUIRY AND HAVE BEEN MADE PUBLICLY AVAILABLE AND/OR DETAILS OF WHERE PEOPLE CAN SEE THESE DOCUMENTS WHICH EXPLAIN THE ACQUIRING AUTHORITY'S CPO SCHEME e.g. The Statement of Case is a public document and is available for inspection on the acquiring authority's website and, together with the documents below, free of charge at the following address between 10.00AM and 4.00PM Mondays to Fridays with the exception of bank holidays:  
Cwm County Council Offices HQ  
Beth Industrial Estate,  
Abervalley  
AB1 8UJ
- 8.2 The following documents are relied upon by the acquiring authority:
- (a) The Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020 and Schedule.
  - (b) The Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020 Map and a site location plan.
  - (c) Extracts from the Acquisition of Land Act 1981.
  - (d) Extracts from the Town and Country Planning Act 1990.
  - (e) Cwm County Council Resolution to Use Compulsory Purchase Powers Report (dated 5 December 2019).
  - (f) Planning Officer's Report to the Planning Management Committee of 9 September 2019.

- (g) Planning application no. 007/19 and the following supporting documents:
  - Design and Access Statement
  - Transport Statement
  - Pre-application Consultation Report
  - Ecology Report
  - Noise Impact Assessment
- (h) Planning permission dated 1 October 2019 and related Planning Management Committee Report dated 9 September 2019 and minutes of the Committee meeting held on 9 September 2019.
- (i) The following policies from the Cwm County Council Local Development Plan (LDP) 2015 – 2030:
  - Strategic area wide policy SEW 2
  - Strategic area wide policy SEW 5
  - Strategic area wide policy SEW 15
  - Local policy LP 1
  - Local policy LP 16.
- (j) Cwm County Council 2018 – 2022 Corporate Plan “*Taking Us Forward*”.
- (k) Abervalley Town Centre Regeneration Framework (2015).
- (l) An Equality Analysis under the Equality Act 2010.
- (m) Copies of all letters of objections.

8.3 Additional copies of the published information may be obtained from the Welsh Government.

## 9 Response to objections

- 9.1 [LIST THE OBJECTIONS SUBMITTED AND THE ACQUIRING AUTHORITY’S RESPONSES. WHERE OBJECTIONS HAVE BEEN RESPONDED TO BY A WITNESS, STATE WHICH DOCUMENT CONTAINS THESE OBJECTIONS AND RESPONSES e.g. Find below a list of objections submitted to The Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020 and the acquiring authority’s response. Objections received on the following topics have been responded to by specialists who have prepared separate proofs of evidence which are attached to this document as appendices:
- (i) Land Contamination – see Statement of Case: Appendix 1 – Proof of Evidence on Land Contamination;
  - (ii) Ecology (Doormice) – see Statement of Case: Appendix 2 – Proof of Evidence on Ecology (Doormice).

| Number | Objection  | Response  |
|--------|--|---|
| Obj 1  | The CPO is unlawful as it would interfere with their property rights in contravention of the Human Rights Act 1998 | <p>It is considered compulsory purchase action will not constitute an unlawful interference with individual rights as:</p> <ul style="list-style-type: none"> <li>(a) the CPO is made in accordance with the provisions of national legislation;</li> <li>(b) the CPO is necessary in the public interest;</li> <li>(c) the opportunity has been given through the development plan process of the Local Planning Authority to make representations on the planning policies which support the development and, through the planning application process, to make representations on the specific development proposals;</li> <li>(d) the opportunity will be available to make further representations and appear and have a fair hearing of those representation at a public inquiry in respect of the CPO; and</li> <li>(e) those directly affected by the CPO, if confirmed, will be entitled to compensation as provided under national law.</li> </ul> <p>It is considered these factors, taken as a whole, satisfy the principles of protection of human rights.</p> |

|       |   |  |
|-------|---|--|
| Obj 2 | <p>The acquisition of their interest is not necessary and there is no compelling case in the public interest to justify acquisition</p> | <p>Consideration has been given to the extent of land necessary to achieve the objective of the CPO scheme. It was concluded whilst some areas included in the planning permission could be omitted, it was necessary to include in the CPO the acquisition of the land and the new rights shown in the CPO Schedule to achieve the objectives of the CPO scheme.</p> <p>Consideration has also been given to whether the anticipated public benefits and the public detriments give a positive balance to the public, and what may be the outcome if compulsory acquisition action is not taken. The acquiring authority was encouraged by the generally positive public reaction to the development proposals at exhibitions and expressed in the local press.</p> <p>It is considered to achieve the objectives of the CPO scheme requires a well-planned and co-ordinated comprehensive redevelopment which will be in a location where people will wish to live and work. This would be unlikely to be achieved if portions of the CPO land were redeveloped over a long period. Not acting would therefore not benefit the community of the residential areas of Stryd Glyndwr, Clos Aberpennar, Clos Glyndwr.</p> <p>On balance, the benefits to the community of taking early action to achieve the redevelopment materially outweigh the detriments and a compelling case in the public interest for action exists.</p> |
|-------|---|--|

|       |   |  |
|-------|---|--|
| Obj 3 | Acquisition is not necessary by indicating a willingness and intention to carry out their own redevelopment | The Objector has indicated it has its own proposals for the redevelopment of 1 – 3 Stryd Glyndwr. However, no proposals have been presented.   |
| Obj 4 | Acquisition is not necessary by indicating a willingness to exchange the CPO land for alternative land      | The acquiring authority has been liaising with the Objector in an attempt to identify a suitable area of land. An area of land has been identified by the Objector, however, this has been rejected by the acquiring authority as it is allocated in the adopted LDP for a specific use which is not consistent with the proposed use of the land by the Objector. The acquiring authority is of the view the proposed use would therefore be in conflict with its development plan. |
| Obj 5 | No negotiations had taken place with those whose access rights may be affected by works                     | Those occupiers whose rights may be affected by works may, at a future date, have a right to claim compensation under Section 10 of the Compulsory Purchase Act 1965 but it is not possible to negotiate that in advance.  |

10 Additional information

*Contact details*

10.1 [INSERT CONTACTS DETAILS FOR (A) FIRST POINT OF CONTACT AND (B) SURVEYOR AT THE ACQUIRING AUTHORITY e.g. For any enquiries relating to the CPO:

- The first point of contact at the acquiring authority is:

Mrs A.N Other, Stryd Glyndwr Project Manager, Cwm County Council ([A.N.Other@ccc.gov.wales](mailto:A.N.Other@ccc.gov.wales); 03000 123456).

Owners and tenants of properties affected by the CPO who wish to negotiate a sale and/or relocation or discuss matters of compensation/valuation should contact:

- Mr AJ Bloggs, Chief Land Surveyor, Cwm County Council ([A.J.Bloggs@ccc.gov.wales](mailto:A.J.Bloggs@ccc.gov.wales); 03000 987654)].

*Compulsory purchase public inquiry procedure rules*

10.2 [INSERT A STATEMENT ON THE DISCHARGE OF THE REQUIREMENT TO PRODUCE A STATEMENT OF CASE UNDER THE RELEVANT INQUIRY PROCEDURE RULES e.g. This Statement of Case is in discharge of the acquiring authority's obligations in accordance with the Compulsory Purchase (Inquiries Procedure) (Wales) Rules 2020].

*Proof of Evidence*

10.3 [INSERT A STATEMENT ON THE REQUIREMENT FOR A PERSON WHO INTENDS TO GIVE EVIDENCE TO THE INQUIRY TO SEND TO THE ACQUIRING AUTHORITY AND INSPECTOR A COPY OF THEIR PROOF OF EVIDENCE AND A SUMMARY OF IT WHERE IT CONTAINS MORE THAN 1,500 WORDS. ALSO, OUTLINE THE WITNESSES WHO WILL GIVE EVIDENCE AT THE INQUIRY ON BEHALF OF THE ACQUIRING AUTHORITY e.g. Any person who is entitled to appear at the public inquiry under rule 16 of the Compulsory Purchase (Inquiries Procedure) (Wales) Rules 2010 and who intends to give evidence to the inquiry must send to the inspector and the acquiring authority:

- a copy of their proof of evidence; and
- where the statement of evidence contains more than 1,500 words a written summary of the proof (known as a summary proof)

together with any supporting documents no later than 3 weeks before the date set for the inquiry or a date set out in the inquiry timetable (see rule 17(1)-(3) of the Compulsory Purchase (Inquiries Procedure) (Wales) Rules 2010).

The following witnesses intend to give evidence to the inquiry on behalf of the acquiring authority:

- (i) Mrs Dorothy Cotton, BSc (Hons) MSc CEng FGS CEnv CSci, Land Contamination.
- (ii) Mr Ali Bell, MSc BSc MCIEEM CEnv, Ecology (Doormice).

Appendix 11a - Template Proof of Evidence (Land Contamination)

**THE [INSERT TITLE OF CPO E.G. THE CWM COUNTY COUNCIL  
(REDEVELOPMENT OF LAND AT 1 – 4 STRYD GLYNDWR  
ABERVALLEY) COMPULSORY PURCHASE ORDER 2020]  
THE [INSERT TITLE OF LEGISLATION E.G. TOWN AND COUNTRY  
PLANNING ACT 1990  
THE LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1976]  
AND THE ACQUISITION OF LAND ACT 1981**

**EProof of Evidence on [INSERT TOPIC E.G. Land Contamination]**

**[INSERT NAME OF WITNESS AND QUALIFICATIONS E.G. Mrs Dorothy  
Cotton, BSc (Hons) MSc CEng FGS CEnv CSci]**

**[INSERT TOPIC E.G. Land Contamination]**

**[INSERT DOCUMENT REFERENCE NUMBER E.G. Document Reference:  
CCC 003]**

**[INSERT DATE E.G. February 2020]**

1. Introduction
  - 1.1 [INSERT NAME OF WITNESS, OCCUPATION, JOB TITLE, ORGANISATION REPRESENTING AND MEMBERSHIP OF ANY RELEVANT PROFESSIONAL BODY].
  - 1.2 [INSERT QUALIFICATIONS].
  - 1.3 [INSERT PREVIOUS RELEVANT EXPERIENCE].
2. Scope of Evidence
  - 2.1 [OUTLINE IN BRIEF WHAT THE EVIDENCE OF THE WITNESS WILL COVER AND THE WITNESS' HISTORY OF INVOLVEMENT WITH THE CPO].
3. Main body of Evidence
  - 3.1 [INSERT EVIDENCE OF WITNESS UNDER SUB-HEADINGS].
4. Response to Objections
  - 4.1 [INSERT RESPONSES OR REBUTTALS TO INDIVIDUAL OBJECTIONS TO THE CPO RELATING TO THE WITNESS' AREA OF EXPERTISE].
5. Conclusion
  - 5.1 [INSERT CONCLUSIONS AND RECOMMENDATION TO THE INQUIRY]

Appendix 11b - Template Proof of Evidence (Ecology)

**THE [INSERT TITLE OF CPO E.G. THE CWM COUNTY COUNCIL  
(REDEVELOPMENT OF LAND AT 1 – 4 STRYD GLYNDWR  
ABERVALLEY) COMPULSORY PURCHASE ORDER 2020]  
THE [INSERT TITLE OF LEGISLATION E.G. TOWN AND COUNTRY  
PLANNING ACT 1990  
THE LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1976]  
AND THE ACQUISITION OF LAND ACT 1981**

**EProof of Evidence on [INSERT TOPIC E.G. Ecology]**

**[INSERT NAME OF WITNESS AND QUALIFICATIONS E.G. Mr Ali Bell,  
MSc BSc MCIEEM CEnv]**

**[INSERT TOPIC E.G. Ecology]**

**[INSERT DOCUMENT REFERENCE NUMBER E.G. Document Reference:  
CCC 004]**

**[INSERT DATE E.G. February 2020]**

1. Introduction
  - 1.1 [INSERT NAME OF WITNESS, OCCUPATION, JOB TITLE, ORGANISATION REPRESENTING AND MEMBERSHIP OF ANY RELEVANT PROFESSIONAL BODY].
  - 7.2 [INSERT QUALIFICATIONS].
  - 1.3 [INSERT PREVIOUS RELEVANT EXPERIENCE].
2. Scope of Evidence
  - 2.1 [OUTLINE IN BRIEF WHAT THE EVIDENCE OF THE WITNESS WILL COVER AND THE WITNESS' HISTORY OF INVOLVEMENT WITH THE CPO].
3. Main body of Evidence
  - 3.1 [INSERT EVIDENCE OF WITNESS UNDER SUB-HEADINGS].
4. Response to Objections
  - 4.1 [INSERT RESPONSES OR REBUTTALS TO INDIVIDUAL OBJECTIONS TO THE CPO RELATING TO THE WITNESS' AREA OF EXPERTISE].
5. Conclusion
  - 5.1 [INSERT CONCLUSIONS AND RECOMMENDATION TO THE INQUIRY]

# Appendix 12a - Example of Notice of Confirmation for a Vacant Land Town and Country Planning Act 1990 CPO (non-General Vesting Declaration)

## Form of Notice of Confirmation of a Compulsory Purchase Order

THE [INSERT TITLE OF CPO e.g. CWM COUNTY COUNCIL (REDEVELOPMENT OF LAND AT 1 – 4 STRYD GLYNDWR ABERVALLEY)]  
COMPULSORY PURCHASE ORDER [INSERT YEAR e.g. 2020]

The [INSERT TITLE OF ACT AUTHORISING COMPULSORY ACQUISITION e.g. Town and Country Planning Act 1990]

and the Acquisition of Land Act 1981

1. Notice is hereby given that the Welsh Ministers in exercise of their powers under the above Acts, on [INSERT DATE e.g. 13 October 2020] confirmed [INSERT DETAILS OF THE CPO e.g. the Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020], submitted by the Cwm County Council (“the order”).
2. The order provides for the purchase for [the land] described in the Schedule below for the purposes [of facilitating the redevelopment and improvement of the land known as 1 – 4 Stryd Glyndwr and the wider area of Stryd Glyndwr, Close Aberpennar and Clos Glyndwr including securing the provision of residential development together with retail uses along with transport infrastructure and green space].
3. A copy of the order and the map referred to in the order, have been deposited at [INSERT PLACE OF DEPOSIT e.g. Cwm County Council Offices HQ, Beth Industrial Estate, Abervalley, AB1 8UJ] and may be seen at all reasonable hours.
4. The order becomes operative on the date on which this notice is first published. A person aggrieved by the order may, by application to the High Court within 6 weeks from that date, challenge its validity under section 23 of the Acquisition of Land Act 1981.

The grounds for challenge can be that the authorisation granted by the CPO is not empowered to be granted or that there has been a failure to comply with any relevant statutory requirement relating to the order.

### **SCHEDULE**

[LAND] COMPRISED IN THE ORDER AS CONFIRMED

| <b>Extent, description and situation of the land</b>   |
|--|
| All interests in 400 square metres of derelict land known as 1, 2 and 3 Stryd Glyndwr  |
| All interests in 69 square metres of grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr and on the junction with Clos Glyndwr |

# Appendix 12b - Example of Notice of Confirmation for a Vacant Land Town and Country Planning Act 1990 CPO (General Vesting Declaration)

## Form of Notice of Confirmation of a Compulsory Purchase Order

THE [INSERT TITLE OF CPO e.g. CWM COUNTY COUNCIL (REDEVELOPMENT OF LAND AT 1 – 4 STRYD GLYNDWR ABERVALLEY)]  
COMPULSORY PURCHASE ORDER [INSERT YEAR e.g. 2020]

The [INSERT TITLE OF ACT AUTHORISING COMPULSORY ACQUISITION e.g. Town and Country Planning Act 1990] and the Acquisition of Land Act 1981

1. Notice is hereby given that the Welsh Ministers in exercise of their powers under the above Acts, on [INSERT DATE e.g. 13 October 2020] confirmed [INSERT DETAILS OF THE CPO e.g. the Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020], submitted by the Cwm County Council (“the order”).
2. The order provides for the purchase for [the land] described in the Schedule 1 below for the purposes of [facilitating the redevelopment and improvement of the land known as 1 – 4 Stryd Glyndwr and the wider area of Stryd Glyndwr, Close Aberpennar and Clos Glyndwr including securing the provision of residential development together with retail uses along with transport infrastructure and green space].
3. A copy of the order and the map referred to in the order, have been deposited at [INSERT PLACE OF DEPOSIT e.g. Cwm County Council Offices HQ, Beth Industrial Estate, Abervalley, AB1 8UJ] and may be seen at all reasonable hours.
4. The order becomes operative on the date on which this notice is first published. A person aggrieved by the order may, by application to the High Court within 6 weeks from that date, challenge its validity under section 23 of the Acquisition of Land Act 1981. The grounds for challenge can be that the authorisation granted by the CPO is not empowered to be granted or that there has been a failure to comply with any relevant statutory requirement relating to the order.

5. Once the order has become operative, Cwm County Council may acquire any of the land described in Schedule 1 below by executing a general vesting declaration under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981. A statement on the effect of Parts 2 and 3 of that Act is set out in Schedule [2] below.
  
6. Every person who, if a general vesting declaration were executed under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 in respect of the land comprised in the order (other than land in respect of which notice to treat has been given), would be entitled to claim compensation in respect of any such land, is invited to give information to the [Cwm County Council] at [INSERT ADDRESS e.g. Mrs A.N.Other, Housing, Planning and Regeneration Directorate, Cwm County Council Offices HQ, Beth Industrial Estate, Abervalley, AB1 8UJ] as to the person's name and address and the land in question, using a prescribed form. The relevant prescribed form is set out in Schedule [3].

### **SCHEDULE 1**

[LAND] COMPRISED IN THE ORDER AS CONFIRMED

| <b>Extent, description and situation of the land</b>   |
|--|
| All interests in 400 square metres of derelict land known as 1, 2 and 3 Stryd Glyndwr  |
| All interests in 69 square metres of grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr and on the junction with Clos Glyndwr |

## **SCHEDULE 2**

### **Form of Statement of Effect of Parts 2 and 3 of The Compulsory Purchase (Vesting Declarations) Act 1981**

#### **Power to make general vesting declaration**

1. Once the [Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020] has become operative, the [INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] (“the Council”) may acquire any of the land described in Schedule 1 above by executing a general vesting declaration under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 (“the Act”). This has the effect, subject to paragraphs 3 and 5 below, of vesting the land in the [Council] at the end of the period mentioned in paragraph 2.

#### **Notices concerning general vesting declaration**

2. As soon as may be after the [Council] execute a general vesting declaration, they must serve notice of it on every occupier of any of the land specified in the declaration (except land where there is one of the tenancies described in paragraph 4) and on every person who gives them information relating to the land following the invitation contained in the [confirmation] notice of the order. When the service of notices of the general vesting declaration is completed, a period specified in the declaration, of not less than three months, will begin to run. On the first day after the end of this period, the land described in the declaration will, subject to what is said in paragraphs 3 and 5, vest in the [Council] together with the right to enter on the land and take possession of it. Every person on whom the [Council] could have served a notice to treat in respect of their interest in the land (other than a tenant under one of the tenancies described in paragraph 4) will be entitled to claim compensation for the acquisition of their interest in the land, together with interest on the compensation from the vesting date.

3. The “vesting date” for any land specified in a declaration will be the first day after the end of the period mentioned in paragraph 2, unless a counter-notice is served under Schedule A1 to the Act within that period. If a counter-notice is served, the vesting date for the land which is the subject of the counter-notice will be determined in accordance with Schedule A1.

#### **Modifications with respect to certain tenancies**

4. In the case of certain tenancies, the position stated above is subject to modifications. The modifications apply where the tenancy is either a “minor tenancy”, i.e. a tenancy for a year or a yearly tenancy or a lesser interest, or “a long tenancy which is about to expire”. “A long tenancy which is about to expire” means a tenancy granted for an interest greater than a minor tenancy but having on the vesting date a period still to run which is not more than the period specified in the declaration for this purpose (which must be more than a year). In calculating how long a tenancy has still to run, where any option to renew or to terminate it is available to either party, it is assumed that the landlord will take every opportunity to terminate the tenancy and the tenant will take every opportunity to retain or renew their interest.
5. The modifications are that the [Council] may not exercise the right of entry referred to in paragraph 2 in respect of land subject to a tenancy described in paragraph 4 unless they first serve notice to treat in respect of the tenancy and then serve every occupier of the land with a notice of their intention to enter and take possession after the period (which must be not less than three months from the service of the notice) specified in the notice. The right of entry will be exercisable at the end of that period. The vesting of the land will be subject to the tenancy until the end of that period or until the tenancy comes to an end, whichever happens first.

### SCHEDULE 3

#### FORM FOR GIVING INFORMATION

The [Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020]

To: Cwm County Council (“the Council”)

[I] being [a person] who, if a general vesting declaration were executed under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 in respect of all the land comprised in the compulsory purchase order cited above in respect of which notice to treat has not been given, would be entitled to claim compensation in respect of [all] that land, give you the following information, pursuant to the provisions of section 15 of the Acquisition of Land Act 1981.

1. Name and address of informant(s): The Secretary, ABC Limited, Enterprise Centre, Park Road, Abervalley, AB1 2CD
2. Land in which an interest is held by informant(s): All interests in 400 square metres of derelict land known as 1, 2 and 3 Stryd Glyndwr
3. Nature of interest: Owner

Mortgagee: Fon Williams Bank Limited, roll number 01234

Signed:

Date:

# Appendix 12c - Example of Notice of Confirmation by an Acquiring Authority for a Vacant Land Town and Country Planning Act 1990 CPO (non-General Vesting Declaration)

## **Form of Notice of Confirmation by an Acquiring Authority of a Compulsory Purchase Order**

THE [INSERT TITLE OF CPO e.g. CWM COUNTY COUNCIL (REDEVELOPMENT OF LAND AT 1 – 4 STRYD GLYNDWR ABERVALLEY)]  
COMPULSORY PURCHASE ORDER [INSERT YEAR e.g. 2020]

The [INSERT TITLE OF ACT AUTHORISING COMPULSORY ACQUISITION e.g. Town and Country Planning Act 1990] and the Acquisition of Land Act 1981

1. Notice is hereby given that the [Cwm County Council], in exercise of its powers under the above Acts, on [13 October 2020] confirmed [the Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020] made by it (“the order”). No objections to the order were received within the permitted period and, consequently, notification was given by the Welsh Ministers that the power to confirm the order may be exercised by the acquiring authority in accordance with section 14A of the Acquisition of Land Act 1981.
2. The order provides for the purchase for [the land] described in Schedule 1 below for the purposes [of facilitating the redevelopment and improvement of the land known as 1 – 4 Stryd Glyndwr and the wider area of Stryd Glyndwr, Close Aberpennar and Clos Glyndwr including securing the provision of residential development together with retail uses along with transport infrastructure and green space].
3. A copy of the order and the map referred to in the order, have been deposited at [INSERT PLACE OF DEPOSIT e.g. Cwm County Council Offices HQ, Beth Industrial Estate, Abervalley, AB1 8UJ] and may be seen at all reasonable hours.

4. The order becomes operative on the date on which this notice is first published. A person aggrieved by the order may, by application to the High Court within 6 weeks from that date, challenge its validity under section 23 of the Acquisition of Land Act 1981. The grounds for challenge can be that the authorisation granted by the CPO is not empowered to be granted or that there has been a failure to comply with any relevant statutory requirement relating to the order.

### **SCHEDULE 1**

[LAND] COMPRISED IN THE ORDER AS CONFIRMED

| <b>Extent, description and situation of the land</b>   |
|--|
| All interests in 400 square metres of derelict land known as 1, 2 and 3 Stryd Glyndwr  |
| All interests in 69 square metres of grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr and on the junction with Clos Glyndwr |

# Appendix 12d - Example of Notice of Confirmation by an Acquiring Authority for a Vacant Land Town and Country Planning Act 1990 CPO (General Vesting Declaration)

## **Form of Notice of Confirmation by an Acquiring Authority of a Compulsory Purchase Order**

THE [INSERT TITLE OF CPO e.g. CWM COUNTY COUNCIL (REDEVELOPMENT OF LAND AT 1 – 4 STRYD GLYNDWR ABERVALLEY)]  
COMPULSORY PURCHASE ORDER [INSERT YEAR e.g. 2020]

The [INSERT TITLE OF ACT AUTHORISING COMPULSORY ACQUISITION e.g. Town and Country Planning Act 1990] and the Acquisition of Land Act 1981

1. Notice is hereby given that the [Cwm County Council], in exercise of its powers under the above Acts, on [13 October 2020] confirmed [the Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020] made by it (“the order”). No objections to the order were received within the permitted period and, consequently, notification was given by the Welsh Ministers that the power to confirm the order may be exercised by the acquiring authority in accordance with section 14A of the Acquisition of Land Act 1981.
2. The order provides for the purchase of [the land] described in Schedule 1 below for the purposes [of facilitating the redevelopment and improvement of the land known as 1 – 4 Stryd Glyndwr and the wider area of Stryd Glyndwr, Close Aberpennar and Clos Glyndwr including securing the provision of residential development together with retail uses along with transport infrastructure and green space].
3. A copy of the order and the map referred to in the order, have been deposited at [INSERT PLACE OF DEPOSIT e.g. Cwm County Council Offices HQ, Beth Industrial Estate, Abervalley, AB1 8UJ] and may be seen at all reasonable hours.

4. The order becomes operative on the date on which this notice is first published. A person aggrieved by the order may, by application to the High Court within 6 weeks from that date, challenge its validity under section 23 of the Acquisition of Land Act 1981. The grounds for challenge can be that the authorisation granted by the CPO is not empowered to be granted or that there has been a failure to comply with any relevant statutory requirement relating to the order.
5. Once the order has become operative, Cwm County Council may acquire any of the land described in Schedule 1 below by executing a general vesting declaration under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981. A statement on the effect of Parts 2 and 3 of that Act is set out in Schedule 2 below.
6. Every person who, if a general vesting declaration were executed under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 in respect of the land comprised in the order (other than land in respect of which notice to treat has been given), would be entitled to claim compensation in respect of any such land, is invited to give information to the [Cwm County Council] at [INSERT ADDRESS e.g. Mrs A.N.Other, Housing, Planning and Regeneration Directorate, Cwm County Council Offices HQ, Beth Industrial Estate, Abervalley, AB1 8UJ] as to the person's name and address and the land in question, using a prescribed form. The relevant prescribed form is set out in Schedule 3.

### **SCHEDULE 1**

[LAND] COMPRISED IN THE ORDER AS CONFIRMED

| <b>Extent, description and situation of the land</b>   |
|--|
| All interests in 400 square metres of derelict land known as 1, 2 and 3 Stryd Glyndwr  |
| All interests in 69 square metres of grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr and on the junction with Clos Glyndwr |

## **SCHEDULE 2**

### **Form of Statement of Effect of Parts 2 and 3 of The Compulsory Purchase (Vesting Declarations) Act 1981**

#### **Power to make general vesting declaration**

1. Once the [Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020] has become operative, the [INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] (“the Council”) may acquire any of the land described in Schedule 1 above by executing a general vesting declaration under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 (“the Act”). This has the effect, subject to paragraphs 3 and 5 below, of vesting the land in the [Council] at the end of the period mentioned in paragraph 2.

#### **Notices concerning general vesting declaration**

2. As soon as may be after the [Council] execute a general vesting declaration, they must serve notice of it on every occupier of any of the land specified in the declaration (except land where there is one of the tenancies described in paragraph 4) and on every person who gives them information relating to the land following the invitation contained in the [confirmation] notice of the order. When the service of notices of the general vesting declaration is completed, a period specified in the declaration, of not less than three months, will begin to run. On the first day after the end of this period, the land described in the declaration will, subject to what is said in paragraphs 3 and 5, vest in the [Council] together with the right to enter on the land and take possession of it. Every person on whom the [Council] could have served a notice to treat in respect of their interest in the land (other than a tenant under one of the tenancies described in paragraph 4) will be entitled to claim compensation for the acquisition of their interest in the land, together with interest on the compensation from the vesting date.
3. The “vesting date” for any land specified in a declaration will be the first day after the end of the period mentioned in paragraph 2, unless a counter-notice is served under Schedule A1 to the Act within that period.

If a counter-notice is served, the vesting date for the land which is the subject of the counter-notice will be determined in accordance with Schedule A1.

### **Modifications with respect to certain tenancies**

4. In the case of certain tenancies, the position stated above is subject to modifications. The modifications apply where the tenancy is either a “minor tenancy”, i.e. a tenancy for a year or a yearly tenancy or a lesser interest, or “a long tenancy which is about to expire”. “A long tenancy which is about to expire” means a tenancy granted for an interest greater than a minor tenancy but having on the vesting date a period still to run which is not more than the period specified in the declaration for this purpose (which must be more than a year). In calculating how long a tenancy has still to run, where any option to renew or to terminate it is available to either party, it is assumed that the landlord will take every opportunity to terminate the tenancy and the tenant will take every opportunity to retain or renew their interest.
5. The modifications are that the [Council] may not exercise the right of entry referred to in paragraph 2 in respect of land subject to a tenancy described in paragraph 4 unless they first serve notice to treat in respect of the tenancy and then serve every occupier of the land with a notice of their intention to enter and take possession after the period (which must be not less than three months from the service of the notice) specified in the notice. The right of entry will be exercisable at the end of that period. The vesting of the land will be subject to the tenancy until the end of that period or until the tenancy comes to an end, whichever happens first.

### SCHEDULE 3

#### FORM FOR GIVING INFORMATION

The [Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020]

To: Cwm County Council (“the Council”)

[I] being [a person] who, if a general vesting declaration were executed under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 in respect of all the land comprised in the compulsory purchase order cited above in respect of which notice to treat has not been given, would be entitled to claim compensation in respect of [all] that land, give you the following information, pursuant to the provisions of section 15 of the Acquisition of Land Act 1981.

1. Name and address of informant(s): The Secretary, ABC Limited, Enterprise Centre, Park Road, Abervalley, AB1 2CD
2. Land in which an interest is held by informant(s): All interests in 400 square metres of derelict land known as 1, 2 and 3 Stryd Glyndwr
3. Nature of interest: Owner

Mortgagee: Fon Williams Bank Limited, roll number 01234

Signed:

Date:

# Appendix 13 - Example General Vesting Declaration for a Vacant Land Town and Country Planning Act 1990 CPO

## Form of general vesting declaration

This GENERAL VESTING DECLARATION is made the..... day of..... 20..... by [Cwm County Council] ('the Authority').

WHEREAS:

- (1) On [13 October] 20[20] an order entitled the [Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020] was [confirmed] by [the Welsh Ministers] under the powers conferred on them by the [Town and Country Planning] Act 1990 authorising the Authority to acquire the land specified in the Schedule hereto.
- (2) Notice of the [confirmation] of the order was first published in accordance with [section 15 of the Acquisition of Land Act 1981] on..... 20.....
- (3) That notice included the statement and form prescribed under [section 15(4)(e) and (f) of the Acquisition of Land Act 1981].

NOW THIS DEED WITNESSETH that, in exercise of the powers conferred on them by section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 ('the Act'), the Authority hereby declare—

- [1] The land described in the Schedule hereto (being [the whole] of the land authorised to be acquired by the order) and more particularly delineated on the plan annexed hereto, together with the right to enter and take possession of the land shall vest in the Authority as from the end of the period of [3 months and 1 day] from the date on which the service of notices required by section 6 of the Act is completed.
- [2] For the purposes of section 2(2) of the Act, the specified period [in relation to the land comprised in this declaration is one year and one month].

SCHEDULE

| Plot number on map | Extent, description and situation of the land  |
|--------------------|--|
| 1.                 | All interests in 400 square metres of derelict land known as 1, 2 and 3 Stryd Glyndwr  |
| 2.                 | All interests in 69 square metres of grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr and on the junction with Clos Glyndwr |

Dated this X day of X 20XX

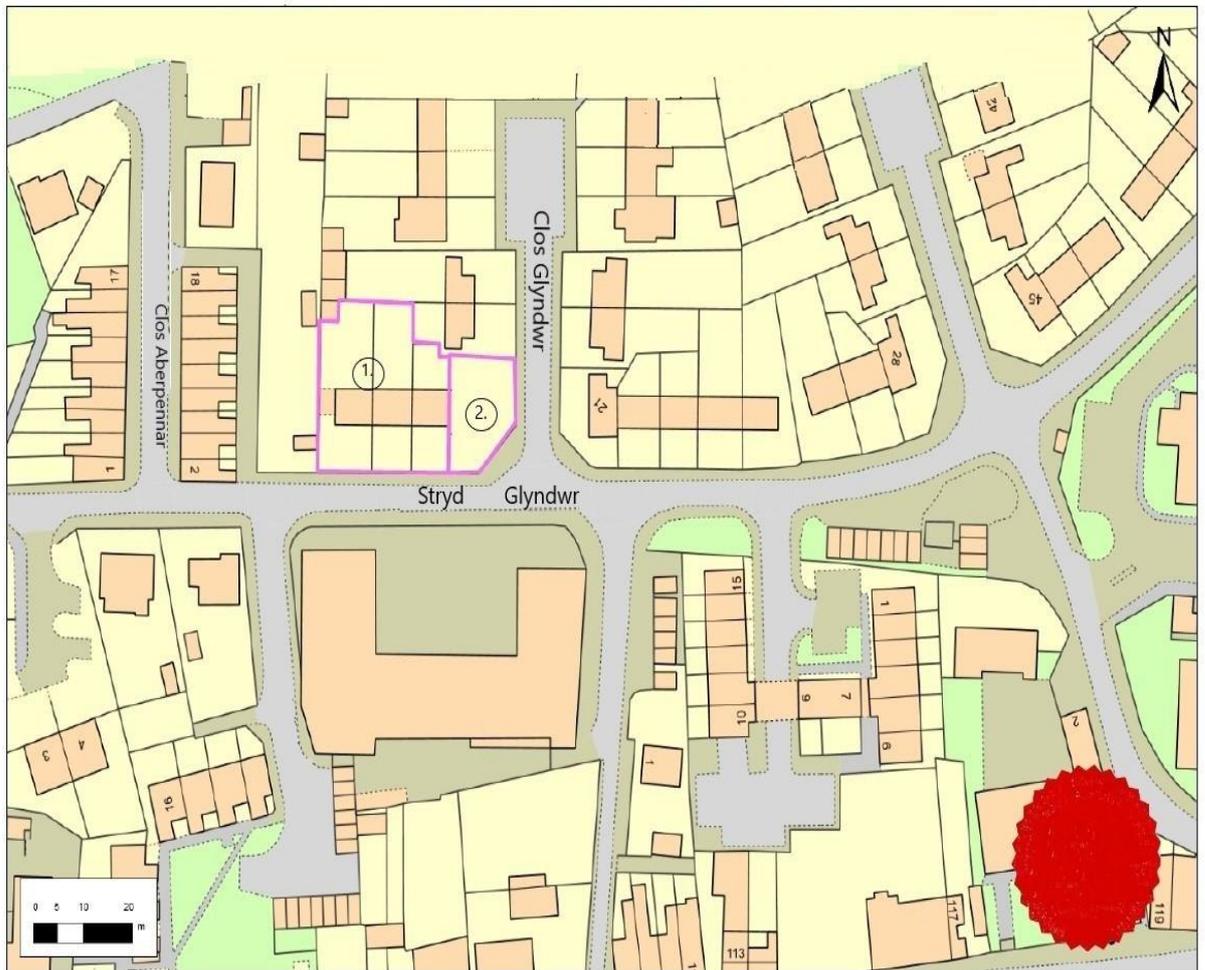
The Common Seal of Cwm County Council was affixed in the presence of:

.....

AUTHORISED SIGNATORY

[AFFIX SEAL]

**THE CWM COUNTY COUNCIL (REDEVELOPMENT OF LAND AT 1 – 4  
STRYD GLYNDWR ABERVALLEY) COMPULSORY PURCHASE ORDER  
2020  
General Vesting Declaration No. 1**



# Appendix 14 - Example of a Notice Specifying Land and Stating Effect of General Vesting Declaration for a Vacant Land Town and Country Planning Act 1990 CPO

## **Form of Notice specifying land and stating effect of general vesting declaration**

The [Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order] 20[20]

To: [INSERT DETAILS e.g. The Secretary, ABC Limited, Enterprise Centre]  
of: [INSERT DETAILS e.g. Park Road, Abervalley, AB1 2CD]

NOTICE IS HEREBY GIVEN that the Cwm County Council ('the Council') on..... 20..... executed a general vesting declaration under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 ('the Act') vesting the land described in the Schedule to this notice ('the land') in themselves as from the end of the period of 3 months and 1 day from the date on which the service of the notices required by section 6 of the Act is completed.

The [Council] will in due course tell you the date on which the service of the notices was completed.

The effect of the general vesting declaration is as follows:—

On the first day after the end of the period referred to in the first paragraph of this notice ('the vesting date') the land, together with the right to enter upon and take possession of it, will vest in the [Council].

Also, on the vesting date the Acts providing for compensation will apply as if, on the date on which the general vesting declaration was executed (namely,..... 20.....), a notice to treat had been served on every person on whom, under section 5 of the Compulsory Purchase Act 1965, the [Council] could have served such a notice (other than any person entitled to a 'minor tenancy' or a 'long tenancy which is about to expire'. These expressions are defined in Appendix A to this notice).

If the land includes any land in which there is a minor tenancy or a long tenancy which is about to expire, the right of entry will not be exercisable in respect of that land unless, after serving a notice to treat in respect of that tenancy, the [Council] having served on every occupier of any of the land in which the tenancy subsists a notice stating that, at the end of a specified period (at least 3 months from the date of the service of the notice) they intend to enter upon and take possession of the land specified in the notice, and that period has expired: the vesting of the land will then be subject to the tenancy until that period expires, or the tenancy comes to an end, whichever happens first.

Schedules A1 and 1 to the Act contains supplementary provisions as to general vesting declarations. If a counter-notice is served under paragraph 2 of Schedule A1 within the period referred to in the first paragraph of this notice, the vesting date for the land which is the subject of the counter-notice will be determined in accordance with that Schedule. The provisions of Schedules A1 and 1 are set out in Appendix B to this notice.

A copy of the general vesting declaration to which this notice refers and of the plan annexed to the declaration can be inspected at [INSERT ADDRESS e.g. Cwm County Council Offices HQ, Beth Industrial Estate, Abervalley, AB1 8UJ] and may be seen at all reasonable hours.

#### SCHEDULE

| <b>Extent, description and situation of the land</b>   |
|--|
| All interests in 400 square metres of derelict land known as 1, 2 and 3 Stryd Glyndwr  |
| All interests in 69 square metres of grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr and on the junction with Clos Glyndwr |

## Appendix A – Definitions

“long tenancy which is about to expire” in relation to a general vesting declaration, means a tenancy granted for an interest greater than a minor tenancy, but having on the vesting date a period still to run which is not more than the specified period (that is to say, such period, longer than one year, as may for the purposes of this definition be specified in the declaration in relation to the land in which the tenancy subsists).

In determining for the purposes of this subsection what period a tenancy still has to run on the vesting date it shall be assumed—

- (a) that the tenant will exercise any option to renew the tenancy, and will not exercise any option to terminate the tenancy, then or thereafter available to them,
- (b) that the landlord will exercise any option to terminate the tenancy then or thereafter available to them.

“minor tenancy” means a tenancy for a year or from year to year, or any lesser interest,

Appendix B - Schedules A1 and 1 to the Compulsory Purchase (Vesting Declarations) Act 1981

Schedule A1 - Counter-Notice Requiring Purchase of Land not in General Vesting Declaration

Section 12

Part 1 - Counter-Notice Requiring Purchase of Additional Land

- 1(1) This Schedule applies where an acquiring authority have executed a general vesting declaration in respect of part only of a house, building or factory.
- (2) But see section 2A of the Acquisition of Land Act 1981 (under which a compulsory purchase order can exclude from this Schedule land that is 9 metres or more below the surface).
- 2 A person able to sell the whole of the house, building or factory (“the owner”) may serve a counter-notice requiring the authority to purchase the owner's interest in the whole.
- 3 A counter-notice under paragraph 2 must be served before the end of the period of 28 days beginning with the day the owner first had knowledge of the general vesting declaration.
- 4 In a case where this Schedule applies by virtue of a general vesting declaration executed after a counter-notice has been served under paragraph 4 or 17 of Schedule 2A to the Compulsory Purchase Act 1965, that counter-notice is to have effect as a counter-notice served under this Schedule.
- 5 In this Schedule—
  - “additional land” means the part of the house, building or factory not specified in the general vesting declaration;
  - “house” includes any park or garden belonging to a house;
  - “land proposed to be acquired” means the part of the house, building or factory specified in the general vesting declaration;
  - “notice to treat” means a notice to treat deemed to have been served under section 7(1);
  - “original vesting date” is the first day after the end of the period specified in the general vesting declaration in accordance with section 4(1).

Part 2 - Consequences of counter-notice

*Acquiring authority must respond to counter-notice within three months*

- 6(1) On receiving a counter-notice the acquiring authority must decide whether to—
  - (a) withdraw the notice to treat in relation to the land proposed to be acquired,
  - (b) accept the counter-notice, or
  - (c) refer the counter-notice to the Upper Tribunal.
- (2) But the acquiring authority may not decide to withdraw the notice to treat if the counter-notice was served on or after the original vesting date.

- 7 The authority must serve notice of their decision on the owner within the period of 3 months beginning with the day on which the counter-notice is served (“the decision period”).
- 8 If the authority decide to refer the counter-notice to the Upper Tribunal they must do so within the decision period.
- 9(1) This paragraph applies if the acquiring authority do not serve notice of a decision within the decision period.
  - (2) If the counter-notice was served before the original vesting date, the authority are to be treated as if they had served notice of a decision to withdraw the notice to treat in relation to the land proposed to be acquired.
  - (3) If the counter-notice was served on or after the original vesting date, they are to be treated as if they had served notice of a decision to accept it.

*No vesting if notice to treat withdrawn*

- 10 If the acquiring authority serve notice of a decision to withdraw the notice to treat in relation to the land proposed to be acquired the general vesting declaration is to have effect as if it did not include that land.

*Effects of accepting counter-notice*

- 11(1) This paragraph applies where the acquiring authority serve notice of a decision to accept the counter-notice.
  - (2) The general vesting declaration and the notice to treat (and, where applicable, the compulsory purchase order) are to have effect as if they included the owner’s interest in the additional land as well as in the land proposed to be acquired.
  - (3) The authority must serve on the owner a notice specifying the vesting date or dates for—
    - (a) the land proposed to be acquired (if the counter-notice was served before the original vesting date), and
    - (b) the additional land.
  - (4) The new vesting date for the land proposed to be acquired must not be before the original vesting date.
  - (5) The vesting date for the additional land must be after the period of 3 months beginning with the day on which the notice under sub-paragraph (3) is served.

*Effects of referring counter-notice to the Upper Tribunal*

- 12(1) This paragraph applies where—
  - (a) the acquiring authority refer the counter-notice to the Upper Tribunal, and
  - (b) the counter-notice was served before the original vesting date.

- (2) At any time before the Upper Tribunal make a determination under paragraph 14, the acquiring authority may serve notice on the owner specifying a new vesting date for the land proposed to be acquired.
- (3) The new vesting date for the land proposed to be acquired must not be before the original vesting date.

### Part 3 - Determination by the Upper Tribunal

#### *Introduction*

- 13 This Part applies where, in accordance with paragraph 8, the acquiring authority refer a counter-notice to the Upper Tribunal.

#### *Role of the Upper Tribunal*

- 14(1) The Upper Tribunal must determine whether the severance of the land proposed to be acquired would—
- (a) in the case of a house, building or factory, cause material detriment to the house, building or factory, or
  - (b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.
- (2) In making its determination, the Upper Tribunal must take into account—
- (a) the effect of the severance,
  - (b) the proposed use of the land proposed to be acquired, and
  - (c) if that land is proposed to be acquired for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.
- 15 If the Upper Tribunal determines that the severance of the land proposed to be acquired would have either of the consequences described in paragraph 14(1) it must determine how much of the additional land the acquiring authority ought to be required to take in addition to the land proposed to be acquired.

#### *Effect of determination that more land should be acquired*

- 16(1) This paragraph applies where the Upper Tribunal specifies in its determination that the acquiring authority ought to be required to take the whole or part of the additional land (“the specified land”).
- (2) The general vesting declaration and any notice to treat (and, where applicable, the compulsory purchase order) are to have effect as if they included the owner's interest in the specified land.
  - (3) The Upper Tribunal must order a vesting date for—
    - (a) the specified land, and
    - (b) any land proposed to be acquired which has not vested in the authority and for which no vesting date has been specified under paragraph 12.

- (4) If the vesting date for the specified land is after the vesting date for any land proposed to be acquired, the Upper Tribunal's power to award compensation under section 7 of the Compulsory Purchase Act 1965 includes power to award compensation for any loss suffered by the owner by reason of the temporary severance of the land proposed to be acquired from the specified land.

*Withdrawal of notice to treat following determination*

- 17(1) This paragraph applies where—
  - (a) the Upper Tribunal has specified in its determination that the acquiring authority ought to be required to take the whole or part of the additional land (“the specified land”), and
  - (b) the vesting date in relation to the land proposed to be acquired has not passed, and
  - (c) the vesting date in relation to the specified land has not passed.
- (2) The acquiring authority may, within the period of 6 weeks beginning with the day on which the Upper Tribunal made its determination, withdraw the notice to treat in relation to the land proposed to be acquired together with the specified land.
- (3) If the acquiring authority withdraws the notice to treat, the general vesting declaration is to have effect as if it did not include that land.
- (4) If the acquiring authority withdraws the notice to treat under this paragraph they must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawal of the notice.
- (5) Any dispute as to the compensation is to be determined by the Upper Tribunal.

Schedule 1 - Divided Land

Section 8

Part I

Part II - Rentcharges and Tenancies

- 11(1) Where land specified in a general vesting declaration is, together with other land not so specified, charged with a rentcharge, such proportion of the rentcharge as may be apportioned under section 18 of the Compulsory Purchase Act 1965 to the first-mentioned land shall, subject to sub-paragraph (3) below, be treated as having been extinguished by virtue of Part III of this Act on the vesting of that land in an acquiring authority under that Part.
- (2) Where by virtue of sub-paragraph (1) above a portion of the rentcharge is treated as having been extinguished, the provisions of section 18 of the Compulsory Purchase Act 1965 shall have effect as if the extinguishment had taken place under that section.

- (3) If, in the circumstances described in sub-paragraph (1) above, the person entitled to the rent charge and the owner of the land subject thereto enter into an agreement to that effect, the said section 18 shall have effect as if, at the time of the vesting of the land in the acquiring authority under Part III of this Act, the person entitled to the rentcharge had released that land from the rentcharge on the condition mentioned in subsection (2) of that section; and in that case no part of the rentcharge shall be treated as having been extinguished as regards the remaining part of the land charged therewith.
- (4) In this paragraph "rentcharge" has the same meaning as in section 18 of the Compulsory Purchase Act 1965.
- 12 Where land specified in a general vesting declaration is, together with other land not so specified, comprised in a tenancy for a term of years unexpired, section 19 of the Compulsory Purchase Act 1965 shall have effect in relation thereto as if for references to the time of the apportionment of rent therein mentioned there were substituted references to the time of vesting of the tenancy in the acquiring authority.

Signature:

Date:

# Appendix 15 Example Notice of Entry for a Vacant Land Town and Country Planning Act 1990 CPO

The [INSERT TITLE OF ACT AUTHORISING COMPULSORY ACQUISITION e.g. Town and Country Planning Act 1990]

[Acquisition of Land Act 1981]

[Compulsory Purchase Act 1965]

[INSERT TITLE OF CPO e.g. Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020]

## Notice of Entry

To [INSERT NAME OF OWNER, LESSEE OR OCCUPIER TO RECEIVE NOTICE e.g. Robert Jones]

of [INSERT ADDRESS e.g. 69 Bryn Hill, Abervalley, AB1 3CD]  
the [OWNER OR LESSEE OR OCCUPIER e.g. occupier] of the land described in 0 below and delineated on the plan annexed to this notice (the Land).

### **Background:**

- (A) The CPO made by [INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] under the above Act[s] was confirmed by the Welsh Ministers on [INSERT DATE e.g. 13 October 2020].
- (B) The CPO authorises [INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] to purchase the Land compulsorily for the purposes stated in the CPO.
- (C) Notice to treat for the Land (the Notice to Treat) has been served on the [OWNER OR LESSEE OR OCCUPIER e.g. owner] [and tenant(s) if entitled to notice to treat (delete if appropriate)].

[INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] in exercise of the power conferred on it by section 11 of the Compulsory Purchase Act 1965 gives you notice that it may, not earlier than the end of the period of 3 months beginning with the day on which this notice is served, enter and take possession of the Land.

You should be aware that:

- 1 an occupier with an interest in the Land served with this notice may serve a counter-notice requiring [INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] to take possession of the Land by no later than a date specified in the counter-notice—this date must not be before the end of the period specified above for the purposes of section 11 of the Compulsory Purchase Act 1965 and must be at least 28 days after the day on which the counter-notice is served;
- 2 if the occupier gives up possession of the land on or before the date specified in the counter-notice, [INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] is to be treated as having taken possession on that date unless possession has in fact already been taken;
- 3 the counter-notice has no effect if the Notice to Treat is withdrawn or ceases to have effect before the date specified in the counter-notice;
- 4 the counter-notice also has no effect if:
  - 4.1 it would require [INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] to take possession of the Land after having become aware of an owner, lessee or occupier (the Newly Identified Person) on whom it ought to have served a notice to treat under section 5(1) of the Compulsory Purchase Act 1965 and [INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] is prevented from taking possession by the provisions of section 11A of the Compulsory Purchase Act 1965 unless it serves a notice to treat and a notice of entry on the Newly Identified Person; or
  - 4.2 this notice of entry has ceased to have effect because an owner of the Land and additional land has served a counter-notice under Schedule 2A to the Compulsory Purchase Act 1965 requiring [INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] to purchase the whole of that land;

- 5 if the circumstances described in Paragraph 4.1 or Paragraph 4.2 apply, [INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] must notify the occupier who served the counter-notice that the counter-notice has no effect and in the event of a notice of entry being served on a Newly Identified Person of the date after which [INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] can enter on and take possession of the Land;
- 6 if the counter-notice has no effect for the reasons described in Paragraph 4.1 or Paragraph 4.2, a further counter-notice may be served;
- 7 where this notice is served on more than one occupier with the same interest in the Land, these provisions in respect of the service of a counter-notice relate to all those occupiers acting together.

The address for service of [INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] for the purposes of the counter-notice referred to in Paragraph 1 is: [INSERT ADDRESS AND REFERENCE e.g.

Mrs A.N.Other

Housing, Planning and Regeneration Directorate

Cwm County Council Offices HQ

Beth Industrial Estate,

Abervalley

AB1 8UJ].

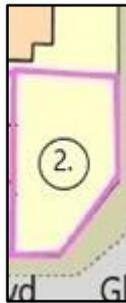
Dated: [INSERT DATE]

**Schedule 1  
(The Land)**

ALL THAT piece of land situated at [INSERT LOCATION e.g. 4 Stryd Glyndwr] and delineated and coloured [INSERT COLOUR e.g. pink] on the plan annexed to this notice together with all houses buildings yards courts areas drains ways watercourses lights liberties privileges easements rights advantages and appurtenances on or belonging to the land being part of certain lands delineated on the map deposited at the office[s] of [INSERT NAME OF AUTHORITY, PERSON OR BODY WITH WHOM MAP IS DEPOSITED e.g. Cwm County Council] at [INSERT ADDRESS OF OFFICE e.g. Cwm County Council Offices HQ, Beth Industrial Estate, Abervalley, AB1 8UJ] and referred to in the CPO and numbered [INSERT NUMBER STATED ON CPO MAP e.g. 2] on that map.

[INSERT SIGNATURE OF AUTHORISED SIGNATORY]

**Annex – Plan Identifying Land**



# Appendix 16 - Example Notice to Treat for a Vacant Land Town and Country Planning Act 1990 CPO

The [INSERT TITLE OF ACT AUTHORISING COMPULSORY ACQUISITION e.g. Town and Country Planning Act 1990]

[ACQUISITION OF LAND ACT 1981]

COMPULSORY PURCHASE ACT 1965

[INSERT TITLE OF CPO e.g. Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020]

## NOTICE TO TREAT

To [INSERT NAME OF OWNER, LESSEE OR OCCUPIER TO RECEIVE NOTICE e.g. The Secretary, ABC Limited]

of [INSERT ADDRESS e.g. Enterprise Centre, Park Road, Abervalley AB1 2CD]

and to all other persons having, claiming or enabled to sell any estate or interest in the lands specified in 0 to this Notice.

### **Background:**

- (a) The above CPO (the CPO) made by [INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] (the Acquiring Authority) under the above Acts was confirmed by the Welsh Ministers on [INSERT DATE e.g. 13 October 2020].
- (b) The CPO authorises the Acquiring Authority to purchase compulsorily for the purposes stated in the CPO the lands described in 0 below and delineated on the plan annexed to this notice (the Land).

THE ACQUIRING AUTHORITY HEREBY GIVES YOU NOTICE as follows:

- 1. It requires to purchase and take the Land for the purposes and under the provisions of the CPO and of the Acts incorporated with it.
- 2. It demands from you and each and every one of you particulars of:
  - 2.1 your respective estates and interests in the Land,
  - 2.2 all charges and interests to which your respective estates and interests are subject, and

- 2.3 the claims made by you and each and every one of you in respect of them, which several particulars must be stated in the accompanying form of claim and delivered to [INSERT NAME OF PERSON TO WHOM CLAIM IS TO BE DELIVERED e.g. Cwm County Council Solicitor] at [INSERT ADDRESS OF PLACE OF DELIVERY e.g. Cwm County Council Offices HQ, Beth Industrial Estate, Abervalley, AB1 8UJ].
3. It is willing to treat with you and each and every one of you for the purchase of the Land and as to the compensation to be made to you for the damage that may be sustained by you and each and every one of you by reason of the execution of the works authorised by the CPO or for which the Land is required as mentioned above.
4. If for 21 days after the service of this notice you fail to state the particulars of your respective claims in respect of the Land or to treat with the Acquiring Authority in respect of it or if you or any one of you respectively and the Acquiring Authority do not agree as to the amount of compensation to be paid by the Acquiring Authority for or in respect of your respective interests in the Land or the interests in the Land which you respectively are by the above Act or the Acts incorporated with it enabled to sell or for any damage that may be sustained by you respectively as above the Acquiring Authority will refer the assessment of the amount of the compensation to the Upper Tribunal (Lands Chamber).
5. If you, having a greater interest than as tenant at will, claim compensation in respect of any unexpired term or interest under any lease or grant of the Land the Acquiring Authority requires you to produce the lease or grant in respect of which such claim is made or the best evidence in your power.

DATED: [INSERT DATE]

**Schedule 1  
(The Land)**

ALL THAT piece of land situated at [INSERT LOCATION e.g. 1, 2, 3 Stryd Glyndwr] and delineated and coloured [INSERT COLOUR e.g. pink] on the plan annexed to this notice together with all houses buildings yards courts areas drains ways watercourses lights liberties privileges easements rights advantages and appurtenances on or belonging to the land being part of certain lands delineated on the map deposited at the office[s] of [INSERT NAME OF AUTHORITY, PERSON OR BODY WITH WHOM MAP IS DEPOSITED e.g. Cwm County Council] at [INSERT ADDRESS OF OFFICE e.g. Cwm County Council Offices HQ, Beth Industrial Estate, Abervalley, AB1 8UJ] and referred to in the CPO and numbered [INSERT NUMBER STATED ON CPO MAP e.g. 1] on that map.

[INSERT SIGNATURE OF AUTHORISED SIGNATORY]

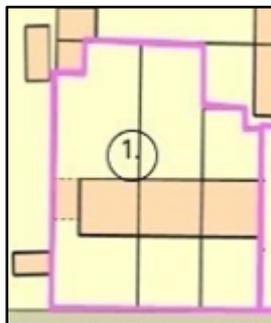
I acknowledge having received this [.....] day of[.....], and accept service of, a notice of which the within-written notice is a true copy.

Dated: [INSERT DATE]

[INSERT SIGNATURE OF RECIPIENT]

**THE CWM COUNTY COUNCIL (REDEVELOPMENT OF LAND AT 1 – 4  
STRYD GLYNDWR ABERVALLEY) COMPULSORY PURCHASE ORDER  
2020**

**Notice to Treat No. 1**



## Appendix 17 - Template Particulars of Claim in Response to Notice to Treat

**CLAIM IN ANSWER TO A NOTICE TO TREAT SERVED ON: [INSERT DATE]**

|  |  |
|--|--|
| <p>1. Name of claimant .....</p> <p>Address .....</p> <p>Business or description .....</p>   |  |
| <p>2. Short description of the property comprised in the Notice to Treat and Land Registration Number if land is registered.</p> <p><i>Note - If the claimant is not entitled to all the land shown on the plan, please indicate the extent of their interest</i></p>  |  |
| <p>3. Name and address of person having custody of the title documents</p>   |  |
| <p>4. Nature of claimant's interest in the property:</p> <p>(Freehold, leasehold or yearly tenancy or other interest. Please state if formerly copyhold).</p> <p>If freehold, state whether absolutely or otherwise entitled (e.g. as trustees or executors).</p> <p>If leasehold, state Landlord's name and address, and supply a copy of the lease with any deed of variation. If a copy of the lease cannot be supplied please state the date of commencement and length of term, the rent payable and other liabilities of the lessee and any other relevant terms.</p> <p>Who pays the rates?</p> |  |

|   |   |
|---|---|
| <p>If yearly tenancy or less interest, state date of commencement, the rent, how determinable and any special terms and conditions.</p>   |   |
| <p>5. Particulars of any mortgages or other charges or incumbrances affecting the claimant's interest (including land improvement charges). Please specify:</p> <p>(a) principal still owing.</p> <p>(b) names and addresses of mortgagees.</p> <p>(c) name and address of mortgagees' solicitor.</p>   |   |
| <p>6. Particulars of adverse matters:</p> <p>(a) Existing exceptions of mines and minerals and any other exceptions.</p> <p>(b) Rights of the Lord of the Manor to minerals and sporting and other rights and names and addresses of the Lord and Steward (if property formerly copyhold).</p> <p>(c) Any public or private rights of way and other rights or privileges affecting the property (e.g. drains, pipes and cables).</p> <p>(d) Existing covenants and restrictions affecting the property.</p> |   |
| <p>7. If the property is let, state:</p> <p>(a) Name(s) and address(es) of tenants.</p> <p>(b) Total area let to each tenant.</p> <p>(c) How much of each tenant's holding is affected by the Notice to Treat.</p>  | <p><i>Note - if the land is subject to licences please forward corresponding details.</i></p> |

|  |   |
|--|---|
| <p>(d) The rent paid by each tenant and whether inclusive or exclusive of rates.</p> <p>(e) The date of commencement and length of each tenancy.</p> <p>(f) Whether tenancy is statutory.</p>  |   |
| <p>8. Particulars of:</p> <p>(a) Tithe Redemption Annuity or Corn Rent.</p> <p>(b) Liability to repair the Chancel of any Church.</p> <p>(c) Land Drainage rates. State assessment and rate in £.</p> <p>(d) Yearly rent charges and other outgoings.</p>  | <p><i>Note - The answers should relate only to the land affected by the Notice to Treat and the claimant should suggest apportionments where necessary.</i></p> |
| <p>9. Particulars of:</p> <p>(a) Any Notices by a Public or Local Authority affecting the property.</p> <p>(b) Any statutory charge or liability affecting the property, e.g. in respect of compensation exceeding £20 paid as a result of a planning decision, or a liability in respect of private street works or in respect of public works and land affected thereby registered under section 8(4) of the Land Compensation Act 1973.</p> <p>(c) Any claim under Part 1 of the Land Compensation Act 1973 either in respect of the property under the Notice to Treat or other property held with it.</p> |   |
| <p>10. Particulars for any outstanding right to compensation for refusal, conditional grant, revocation or modification of planning permission (see section 12 of the Land Compensation Act 1961).</p>   |   |

|   |  |
|---|--|
| <p>11. (a) Particulars of any planning permission relating to the property.</p> <p>(b) State whether an application has been made or is intended to be made by the claimant under section 17 of the Land Compensation Act 1961 (as amended), for a certificate of appropriate alternative development.</p>  |  |
| <p>12. Area and description of other land of the claimant contiguous or adjacent to the land being acquired.</p>  |  |
| <p>13. Particulars of claim:</p> <p>(i) For the value of the claimant's interest in the land being taken, including any easements.</p> <p>(ii) For severance or injurious affection of other land of the claimant.</p> <p>(iii) For disturbance.</p> <p>(iv) For any other matter.</p> <p><i>N.B. - Details should be furnished showing how the amount claimed under any head is calculated (see SS.4(2) and 31 of the Land Compensation Act 1961).</i></p> |  |
| <p>14. What sum is to be deducted to cover any increase in value of the claimant's contiguous or adjacent land?</p>   |  |
| <p>15. Net claim (i.e. total of 13 less 14).</p>  |  |

**DATED the                      day of                      20**

Signature of claimant or their Solicitor:

Name and address of Solicitor:

E-mail address of Solicitor:

Telephone no. of Solicitor:

Name and address of Surveyor/Advisor:

Email address of Surveyor/Advisor:

Telephone no. of Surveyor/Advisor:

Ref: [INSERT REFERENCE]

---

---

**C L A I M**

**O F**

in answer to a Notice to Treat

---

When completed this form should be  
lodged with:

[INSERT NAME AND ADDRESS OF  
COUNCIL DEPARTMENT]

## Appendix 18 - Example Notice Requiring Possession of Minor Tenancy (s20 of the Compulsory Purchase Act 1965)

[INSERT NAME AND ADDRESS OF RECIPIENT e.g.

Robert Jones,

69 Bryn Hill,

Abervalley

AB1 3CD]

Our Ref: [INSERT COUNCIL REFERENCE]

[INSERT DATE e.g. 1 November 2020]

**If you are in doubt about the possible effect of this letter you should seek legal advice as soon as possible.**

Dear Sir/Madam,

**Proposed redevelopment of the [INSERT DESCRIPTION OF LAND e.g. Land at 1 – 4 Stryd Glyndwr]**

### **Notice requiring possession in exercise of compulsory purchase powers**

1. As you may be aware, the [INSERT TITLE OF CPO AND YEAR e.g. Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020] was confirmed on [INSERT DATE OF CONFIRMATION OF THE CPO e.g. 13 October 2020], to allow the redevelopment and improvement of [INSERT DESCRIPTION OF CPO LAND e.g. land at 1 – 4 Stryd Glyndwr] to take place.
2. The Council now requires possession of the land you occupy. This is a formal notice requiring you to vacate the land within 3 months of the date of this notice as it is the intention of Cwm County Council to enter onto and take possession of the land at the end of this period.

3. You are entitled to compensation for the value of your unexpired term or interest in the land, for any just allowance which ought to be made to you by an incoming tenant, and for any loss or injury you may sustain, under the provisions of section 20 of the Compulsory Purchase Act 1965.
4. The Welsh Government's CPO Manual provides technical guidance and best practice on navigating the CPO process. Part 3 of the Welsh Government's CPO Manual provides information on how landowners and interested parties can seek professional advice which I would encourage you to consider if you have not already done so.
5. If you have any queries concerning this letter please contact [INSERT NAME OF FIRST POINT OF CONTACT AT COUNCIL e.g. Mrs A.N Other] at the address at the bottom of this letter or on [INSERT TELEPHONE NUMBER AND E-MAIL ADDRESS e.g. 03000 123456 or [A.N.Other@ccc.gov.wales](mailto:A.N.Other@ccc.gov.wales)]

Yours sincerely

John Maher,

Director for Housing, Planning and Regeneration

# Appendix 19 - Template Memorandum of Understanding

**[\*YOU ARE ADVISED TO SEEK LEGAL ADVICE BEFORE SIGNING THIS FORM\*]**

AN AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 200

BETWEEN:

(1) \_\_\_\_\_ of

("the Seller")

(2) [INSERT NAME OF ACQUIRING AUTHORITY] of [INSERT FULL ADDRESS]

NOW IT IS AGREED as follows:-

## **1. Sale**

1.1 The Seller shall sell and the [INSERT NAME OF ACQUIRING AUTHORITY] shall buy all the interest of the Seller in the property described in the First Schedule to this agreement ("the Property") and the Seller shall grant to the [INSERT NAME OF ACQUIRING AUTHORITY] the rights described in the Second Schedule to this agreement ("the Rights").

## **2. Compensation**

- 2.1 Compensation shall be assessed at the date of entry onto the Property by the [INSERT NAME OF ACQUIRING AUTHORITY] in accordance with the same rules and provisions as it would have been if the Property and/or the Rights had been acquired compulsorily in connection with the works authorised under the [INSERT TITLE OF LEGISLATION] and as if the Mining Code applied and a Notice to Treat had been served on the date of this agreement.
- 2.2 The compensation to be ascertained as provided in clause 2.1 shall include the price of the land but exclude the price of minerals and shall be ascertained as at the date of entry on to the Property for carrying out road works.
- 2.3 If the parties fail to agree the compensation within 6 years from the date of entry either party may refer the claim to the Upper Tribunal (Land Chamber) for determination of the compensation and the consent of the parties for the Upper Tribunal (Land Chamber) to so act is hereby given. No compensation will be payable to the Seller after the expiration of 6 years from the date of entry unless before that date either:
- (i) compensation has been agreed, or
  - (ii) a reference has been made to the Upper Tribunal (Land Chamber) by either party.

## **3. Title to be as on compulsory purchase**

- 3.1 The Seller need not give any other title to the Property or convey any other estate than they would have to give or convey if the Property and/or Rights were acquired under a compulsory purchase order made under the Acquisition of Land Act 1981, but must give such proof of their title as the [INSERT NAME OF ACQUIRING AUTHORITY] may require.

#### **4. Possession**

- 4.1 The [INSERT NAME OF ACQUIRING AUTHORITY] may take immediate possession of the Property and/or enter the land affected by the Rights after the expiration of 28 days' notice in writing sent by post to the Seller at the above address (or any other address supplied by the Seller) and may execute any works on it and use it for all purposes required.
- 4.2 If the [INSERT NAME OF ACQUIRING AUTHORITY] have not entered and taken possession of the Property and/or exercised the Rights within three years from the date hereof this Agreement will terminate and shall no longer be of any effect.

#### **5. Interest**

- 5.1 The [INSERT NAME OF ACQUIRING AUTHORITY] must pay interest on the compensation as agreed or determined at the rate from time to time prescribed under Section 32 of the Land Compensation Act 1961 from the date of entry until completion of the purchase and/or grant.

#### **6. Accommodation Works**

- 6.1 Immediately upon taking possession of the Property the [INSERT NAME OF ACQUIRING AUTHORITY] must at their sole expense proceed diligently with the Works described in the Third Schedule to this agreement.

#### **7. Completion**

- 7.1 Completion of the purchase and payment of the compensation monies must take place at the office of the Seller's solicitors as soon as practicable after the date of ascertainment of the compensation under clause 2 above.

## **8. Costs**

- 8.1 The Seller's professional costs of deducing title and perusing and completing the Conveyance, Transfer or other deed will be paid by the [INSERT NAME OF ACQUIRING AUTHORITY] under section 23 of the Compulsory Purchase Act 1965 and all other reasonable costs directly associated with acquisition of the land including reasonable costs incurred in connection with this Agreement will be met. The reasonable fees of the Seller's surveyor (as agreed with the [INSERT NAME OF ACQUIRING AUTHORITY]'s valuer) shall be included in the compensation. The surveyor's fees will be paid direct to the Seller's surveyor unless the Seller otherwise instructs.

## **9. Merger on completion**

- 9.1 So far as they remain to be performed, the provisions of this agreement shall not merge on the completion of the transfer of the Property or grant of the Rights to the [INSERT NAME OF ACQUIRING AUTHORITY].

FIRST SCHEDULE

The Property

SECOND SCHEDULE

The Rights

THIRD SCHEDULE

The Accommodation Works [WHERE APPLICABLE]

The [INSERT NAME OF ACQUIRING AUTHORITY] hereby agree to the terms set out above (and certify that for the purposes of Section [INSERT SECTION NUMBER] of the [INSERT TITLE OF LEGISLATION] this instrument is made in connection with the performance by it of its functions under that Act).

SIGNED .....

On behalf of the [INSERT NAME OF ACQUIRING AUTHORITY]

SIGNED .....

Signature of Seller

Witness .....

# Appendix 20 - Template Indemnity Agreement

**[\*YOU ARE ADVISED TO SEEK LEGAL ADVICE BEFORE SIGNING THIS FORM\*]**

**DATED**

-----

**COMPULSORY PURCHASE ORDER INDEMNITY AGREEMENT**

between

**[INSERT NAME OF ACQUIRING AUTHORITY]**

and

**[INSERT NAME OF SELECTED DEVELOPMENT PARTNER]**

**THIS AGREEMENT** is dated [INSERT DATE]

**PARTIES**

[INSERT NAME OF ACQUIRING AUTHORITY] of [ADDRESS] (**Acquiring Authority**).

[FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Selected Development Partner**).

**AGREED TERMS**

1. **Interpretation**

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

**ALA 1981:** the Acquisition of Land Act 1981.

**Blight Notice:** a notice validly served under the provisions of section 150 of the Town and Country Planning Act 1990.

**Area of the Local Authority's Jurisdiction:** the area comprising [INSERT DESCRIPTION].

**Compensation Assessment:** an assessment carried out from time to time by the Specialist Referencing Agent using the best available evidence of the level of risk and quantum of compensation claims in respect of each and every CPO Interest.

**Compensation Code:** the body of legislation, common law and case law which is applied by the Upper Tribunal (Lands Chamber) in determining compensation for the acquisition of land or the displacement of persons from land under a compulsory purchase order or Blight Notice.

**CPA 1965:** the Compulsory Purchase Act 1965.

**CPO:** any compulsory purchase order which may be made by the Acquiring Authority pursuant to its powers as a local planning authority under [STATE THE ENABLING ACT] to acquire any or all of the CPO Lands, Third Party Interests, New Rights.

**CPO Challenge:** any court challenge to the Acquiring Authority's decision to make, proceed with or implement the CPO, or to the Welsh Ministers' decision to confirm the CPO (in whole or in part).

**CPO Costs:** any compensation and/or administrative or acquisition costs reasonably and properly incurred that are payable by the Acquiring Authority as a direct consequence the making and implementation of the CPO as are set out in Schedule 1 to this Agreement.

**CPO Interest:** any interest or right in, on or over the CPO Lands or land adjoining the CPO Lands, or any part of whatever nature or any occupation or use of that land which gives the owner, occupier, or beneficiary an entitlement to compensation for the acquisition of the land, or acquisition of a New Right in, on or under it or the acquisition or extinguishment of a Third Party Interest, or the displacement of occupiers from that land under the Compensation Code.

**CPO Lands:** the land shown [edged][coloured] red on CPO Plan [NUMBER] being land within or adjoining the Development Site and which includes the following freehold and leasehold land (as the case may be) known as:

- (a) [STATE PROPERTIES THAT ARE FREEHOLD AND LEASEHOLD LAND];
- (b) any other land within the Development Site;
- (c) any Third Party Interests in, on, under or over the above land; and/or
- (d) any New Rights.

**CPO Principal Acquiring Authority Resolution:** the resolution passed by the Acquiring Authority on [INSERT DATE] that is willing to consider using CPO powers to acquire land to facilitate the regeneration of [NAME OF LAND/AREA].

**Determined:** a determination by the Expert.

**Selected Development Partner:** [INSERT SELECTED DEVELOPMENT PARTNER NAME] and includes their lawful successors in title and assigns.

**Selected Development Partner's Address:** [INSERT SELECTED DEVELOPMENT PARTNER'S ADDRESS] or such other address that is notified by the Selected Development Partner to the Acquiring Authority from time to time.

**Selected Development Partner's Costs:** the costs paid or contracted to be paid by the Selected Development Partner in pursuing the Development including (without limitation) the purchase price of the property, land transaction tax, plus professional and consultant team fees.

**Development:** the development of the Development Site as described in the relevant Planning Permission attached to the land.

**Development Site:** the land at [INSERT NAME OF LAND/AREA] edged [COLOUR] on Plan [NUMBER] for the purposes of identification only being the land that is the subject of the relevant Planning Permission.

**Dispute:** a dispute or disagreement relating to or arising out of this Agreement between the Parties, including, but not limited to, a dispute or disagreement relating to any CPO Costs or Outgoings.

**Disputing Party:** the Party who raises a Dispute.

**EIR 2004:** the Environmental Information Regulations 2004 together with any guidance and codes of practice issued in relation to them.

**Event of Default:** an Event of Default occurs if:

- (a) the Selected Development Partner commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Selected Development Partner with one or more other companies or the solvent reconstruction of the Selected Development Partner];
- (b) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Selected Development Partner (being a company) [other than for the sole purpose of a scheme for a solvent amalgamation of the Selected Development Partner with one or more other companies or the solvent reconstruction of the Selected Development Partner];
- (c) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Selected Development Partner (being a company);
- (d) the holder of a qualifying floating charge over the assets of the Selected Development Partner (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (e) a person becomes entitled to appoint a receiver over the assets of the Selected Development Partner or a receiver is appointed over the assets of the Selected Development Partner;
- (f) a creditor or encumbrancer of the Selected Development Partner's attaches or takes possession of, or an execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Selected Development Partner's assets and such attachment or process is not discharged within [14] days;
- (g) any event occurs, or proceeding is taken, with respect to the Selected Development Partner in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause (a) to clause (f) (inclusive); or

(h) the Selected Development Partner suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

**Expert:** a suitably qualified person of no less than ten years post-qualification experience at the date of appointment relevant to the Dispute.

**FIA 2000:** the Freedom of Information Act 2000.

**General Vesting Declaration:** as defined in section 2 of the Compulsory Purchase (Vesting Declarations) Act 1981.

**Land Agreements:** [Insert details of any agreement already entered into for the acquisition of land required for the Development].

**Land Referencing Exercise:** the body of work to be carried out by the Specialist Referencing Agent to enable the Schedules for the CPO to be prepared and confirmed, including (without limitation):

- (a) identifying and listing all owners, lessees, tenants, occupiers, mortgagees and any other third party having any interest or rights in, on, over, and under any Third Party Land;
- (b) preparing any plans that may be necessary;
- (c) checking whether any land falls within one of the categories contained in Part III of the ALA 1981;
- (d) checking and (if relevant) identifying any buildings which are listed, of list quality, subject to a building preservation notice or within a conservation area; and
- (e) reviewing the body of work and making suggestions.

**Leading Counsel:** a Queen's Counsel experienced in compulsory purchase law and practice chosen by the Acquiring Authority and approved by the Selected Development Partner.

**LCA 1961:** the Land Compensation Act 1961.

**LCA 1973:** the Land Compensation Act 1973.

**New Rights:** any and all interests and rights in, on or over the CPO Lands or land adjoining the CPO Lands, or any part of whatever nature that the Selected Development Partner reasonably considers are necessary to create or acquire to facilitate the Development.

**Notice of entry:** a notice served by the Acquiring Authority, under section 11 of the CPA 1965.

**Notice to treat:** a notice served by the Acquiring Authority, under section 5 of the CPA 1965.

**Outgoings:** any outgoings of annual or periodic nature recurring reasonably and properly paid by the Acquiring Authority for which the Acquiring Authority has become liable in respect of any Third Party Interests or New Rights acquired by the Acquiring Authority after the date of acquisition pursuant to the CPO until the date the same is transferred to the Selected Development Partner or the termination of this Agreement. These outgoings include, but are not limited to, insurance, rates, rent, repairs and works to secure any premises provided that the Acquiring Authority shall not undertake any repairs or works of improvement without the approval of the Selected Development Partner or, in the case of emergency, when it is legally obliged to do so.

**Parties:** the parties to this Agreement and their successors in title and permitted assigns.

**Planning Application:** the planning application made by the Acquiring Authority or Selected Development Partner under the Town and Country Planning Act 1990 to carry out the Development in relation to the Development Site and numbered [APPLICATION NUMBER].

**Plans:** the plans numbered [NUMBER(S)] respectively annexed in Schedule 2 and a reference to a numbered plan shall be construed accordingly.

**Planning Permission:** the planning permission granted on [DATE] or any other planning permission granted pursuant to any planning application(s) submitted by the Acquiring Authority or the Selected Development Partner to carry out all or any part of the Development and as may be subsequently amended or varied once submitted.

**Prescribed Rate:** the simple rate of interest [RATE] above the base rate from time to time of [BANK NAME].

**President:** the president or such other proper officer for the being of the Law Society or the Royal Institution of Chartered Surveyors or other relevant body, as is relevant to the Dispute.

**Purchase Notice:** a valid notice served under the provisions of section 137 of the Town and Country Planning Act 1990.

**Request:** a properly made request for information made to the Acquiring Authority as described in either or both section 8 of the FIA 2000 and regulation 5 of the EIR 2004 (as applicable).

**Section 106 Agreement:** the agreement dated [DATE] and made between the Acquiring Authority [NAME] and Selected Development Partner [NAME] or such agreement that may replace it or as it may be modified under section 106A of the Town and Country Planning Act 1990.

**Welsh Ministers:** A Welsh Minister or authority (or any successor office) or any person appointed by them and/or having authority to act on their behalf or any person entitled to exercise powers conferred upon them to confirm the CPO.

**Specialist Referencing Agent:** the person appointed by the Selected Development Partner, pursuant to paragraph 2 of Schedule 3 to this agreement, to carry out the Land Referencing Exercise and the Compensation Assessment.

**Surety:** one or more of the following:

- (a) a bond issued by a reputable financial institution or recognised bondsman;
- (b) a guarantee whether given by a incorporated or unincorporated person; and
- (c) other forms of security, whether being in money or in kind, in respect of the Selected Development Partner's obligations under this Agreement for such sum as the Acquiring Authority shall from time to time reasonably determine after considering any report from the Specialist Referencing Agent and from such Surety and in such form as the Acquiring Authority may approve.

**TCPA 1990:** the Town and Country Planning Act 1990.

**Terms of Appointment:** the terms and conditions for the appointment of the Specialist Referencing Agent which shall include (without limitation):

- (a) the timing and carrying out of the Land Referencing Exercise;
- (b) the level and timing of payment of remuneration;
- (c) the level of professional indemnity insurance;
- (d) the providing of either a Collateral Warranty in favour of the Buyer;
- (e) reviewing and advising on the draft CPO and any supporting documentation;
- (f) providing advice and its opinion from time to time when requested on the method and approach to be taken by the Seller in the preparation, application for and making of a CPO, including its confirmation;
- (g) preparing tables to be inserted in the prescribed form of compulsory purchase order;
- (h) preparing the map or maps to accompany the CPO;
- (i) compiling and maintaining the Compensation Assessment;
- (j) providing and sharing information with the Acquiring Authority and Selected Development Partner on an equal basis; and
- (k) such other terms and conditions as the Parties may reasonably agree.

**Third Party Interests:** any and all interests or rights of third parties of whatever nature in, on or over CPO Lands or any part that the Selected Development Partner reasonably considers are necessary to acquire or extinguish to facilitate the Development.

**VAT:** means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

**Working Day:** any day (other than a Saturday, Sunday or Bank Holiday).

In the interpretation of this Agreement:

- 1.2 Clause [Schedule and paragraph] headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This Agreement shall be binding on, and endure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as [amended, extended or re-enacted from time to time OR it is in force as at the date of this agreement].
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made [from time to time OR as at the date of this agreement] under that statute or statutory provision.
- 1.11 A reference to writing or written includes email.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

- 1.13 [References to a document in agreed form are to that document in the form agreed by the parties and initialled by or on their behalf for identification.]
- 1.14 [Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.]
- 1.15 [A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.]
- 1.16 References to clauses [and Schedules] are to the clauses [and Schedules] of this Agreement [and references to paragraphs are to paragraphs of the relevant Schedule].
- 1.17 [Where any statement is qualified by the expression so far as [PARTY] is aware or to [PARTY]'s knowledge (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.]
- 1.18 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.19 Where any provision in this Agreement stipulates that any matter is subject to (without limitation) the agreement, approval or consent of a Party then:
- (a) unless the otherwise is stated then that agreement, approval or consent shall not be unreasonably withheld or delayed and shall be given in writing; and
  - (b) unless the Party from whom the agreement, approval or consent is being sought substantively responds within [NUMBER] Working Days of being asked for (without limitation) their agreement, approval or consent either to either agree, approve or consent, or refuse the same with detailed reasons why then such agreement, approval or consent shall be deemed to be given.
- 1.20 References to "consult" or "consultation" require the Party seeking to consult to:
- (a) provide to the Party being consulted sufficient information to enable it to properly understand the proposal and respond to it, as well as sufficient time to respond to the proposal;
  - (b) pay proper and due regard to any response provided by the Party being consulted; and

- (c) where the Party seeking to consult chooses not to follow any suggestion contained within a response then that Party shall provide to the Party being consulted detailed reasons why before taking any action or omitting to take any action on the matter being consulted upon.
- 1.21 The Parties agree that the provisions of clause 1 shall apply to this Agreement.
- 1.22 In the event of any inconsistency and conflict between:
  - (a) any Schedule and main body of this Agreement then the Schedule shall prevail;
  - (b) any provision of this Agreement then this Agreement shall prevail; and
  - (c) if any provision of this Agreement is more onerous than a similar provision in the section 106 Agreement then this Agreement shall prevail.
- 1.23 Save as expressly provided herein, nothing in this Agreement is intended to lessen, relax, release or waive any of the obligations on any of the Parties.
- 1.24 At its own expense, each party shall use all reasonable endeavours to procure that any necessary third party shall, [promptly] execute and deliver such documents and perform such acts as may [reasonably] be required for the purpose of giving full effect to this Agreement.
- 1.25 Without prejudice to any other provision in this Agreement each Party agrees to keep the other informed at all times of all relevant or material matters.

## **2. Terms of the agreement**

- 2.1 The Acquiring Authority wishes either:
  - (a) to facilitate the Selected Development Partner's proposals for a comprehensive[ development OR redevelopment OR improvement] of the Development Site; or
  - (b) for the Selected Development Partner to facilitate the Acquiring Authority's proposals for a comprehensive [development OR redevelopment OR improvement] of the Development Site.
- 2.1 On [DATE] the Acquiring Authority passed the CPO Principal Resolution.
- 2.2 The Selected Development Partner [has entered into the respective Land Agreements and] desires and is seeking to acquire by private treaty [the remainder of] the CPO Lands.
- 2.3 On [DATE] the Planning Application was submitted to the Acquiring Authority.

- 2.4 [On [DATE] the Selected Development Partner submitted the Planning Application to the Acquiring Authority.]
- 2.5 [On [DATE] the Planning Applications Committee resolved to grant Planning Permission for the Development [subject to the completion of an agreement pursuant to section 106 of the TCPA 1990.]
- 2.6 [On [DATE] the Section 106 Agreement was completed and on the same date the Planning Permission was granted.]
- 2.7 On the [DATE] the Acquiring Authority received a report recommending it to make and promote a CPO for the CPO Lands on the basis that under this Agreement the Selected Development Partner [and the Surety] shall indemnify the Acquiring Authority against all reasonable and proper costs arising from a resolution to make and seek confirmation of the CPO from the Welsh Ministers and its implementation.
- 2.8 On the [DATE] the Acquiring Authority formally resolved to make the CPO on the basis that the compulsory acquisition of CPO Lands that cannot be acquired by the Selected Development Partner by private treaty shall facilitate the carrying out of [development OR re-development OR improvement] of the relevant land and deliver the regeneration aims of the Acquiring Authority by being highly likely to promote and/or improve the economic and/or social and/or environmental wellbeing of an Area of the Local Authority's Jurisdiction.
- 2.9 [Pursuant to the Land Agreements the Selected Development Partner holds an interest in land which is the subject of those agreements and which is situated within the Development Site.]
- 2.10 The Selected Development Partner has agreed to indemnify the Acquiring Authority against all, and any, CPO Costs reasonably and properly incurred and to provide the Surety to guarantee that indemnity.

### **3. Commencement and making the CPO**

- 3.1 This Agreement shall come into immediate effect upon the making of the CPO.
- 3.2 If the Parties have not agreed the form, content and extent of the CPO and all supporting material prior to this Agreement coming into effect, then the Acquiring Authority shall consult the Selected Development Partner about the form, content and extent of it and all supporting material which shall be subject to the prior written approval of the Selected Development Partner.

3.3 Subject to clause 3.2:

- (a) as soon as reasonably practicable, the Acquiring Authority shall proceed diligently and expeditiously with the making of the CPO and the submission of it to the Welsh Ministers for confirmation and shall take all appropriate steps to secure confirmation of the CPO in such form as soon as reasonably practicable; and
- (b) the Acquiring Authority may and shall, if so requested in writing by the Selected Development Partner, secure the implementation of the CPO by either way of:
  - (i.) *the service of one or more Notices to Treat, whether subsequently with or without Notices of Entry; and/or*
  - (ii.) *the making of one or more General Vesting Declarations.*

**4. Selected Development Partner's obligations**

- 4.1 The Parties agree that the provisions of Schedule 3 to this Agreement shall apply to this Agreement.

**5. Acquiring Authority's obligations**

- 5.1 The Parties agree that the provisions of Schedule 4 to this Agreement shall apply to this Agreement.

- 5.2 Nothing in this Agreement or implied into it shall prejudice or fetter the Acquiring Authority's duties, obligations, powers or rights in the discharge of its functions as a statutory authority and in particular the Acquiring Authority may:

- (a) Discontinue the CPO at any time if:
  - (i.) Leading Counsel advises that there is less than 50% prospect of its confirmation or of successfully defending a CPO Challenge (in which case (Part A) of Schedule 5 to this Agreement shall apply); and
  - (ii.) there has been a material change in the circumstances giving rise to the making of the CPO and its intended purposes so that the underlying purpose of the CPO shall remain unfulfilled and the Acquiring Authority then formally resolves that continuing with the CPO or acquiring any CPO Interest will not be in the interests of securing the promotion and/or improvement of the economic and/or social and/or environmental wellbeing of an Area of the Local Authority's Jurisdiction (in which case paragraph 1 (Part A) of Schedule 5 to this Agreement shall apply).

- (b) Enter into a written undertaking with any person who has a CPO Interest restricting and controlling the timing, manner and circumstances in which the CPO would be implemented in respect of their CPO Interest after first having obtained the Selected Development Partner's approval. The Selected Development Partner's approval shall not be withheld unless the Selected Development Partner reasonably considers that the entering into of a such an undertaking shall not be in the best interests of delivering the Development and/or acquiring any CPO Interest not yet acquired by, without limitation, delaying the delivery of the Development or any part or increasing the cost of it.

## 6. Termination

- 6.1 A non-defaulting Party may terminate this Agreement by notice to the defaulting Party without prejudice to either Party's accrued rights or remedies if any one of more of the following occurs:
  - (a) if the defaulting Party is in substantial breach of any of its obligations in this Agreement which cannot be rectified by the service of a notice giving a reasonable time to rectify the same;
  - (b) if the defaulting Party is in substantial breach of any of its obligations in this Agreement and has failed to rectify the breach within a reasonable time after receiving notice to rectify from the non-defaulting Party; or
  - (c) on the date four weeks after the decision of the Welsh Ministers not to confirm the CPO provided that, in the event of any legal proceedings following a decision not to confirm the CPO, the period of four weeks shall not start to run until after the final outcome of such proceedings including any appeal or appeals therefrom; whichever is the first to occur provided that termination under either clause 6.1(a) or clause 6.1(b) shall not be effective unless and until the defaulting Party has admitted that the breach was a substantial breach which cannot or has not been rectified or it has been so Determined.
- 6.2 The Acquiring Authority may also terminate this Agreement by notice to the Selected Development Partner without prejudice to either Party's accrued rights or remedies if an Event of Default occurs.
- 6.3 The Selected Development Partner may also terminate this Agreement by giving notice to the Acquiring Authority in which case paragraph 2 (Part C) of Schedule 5 to this Agreement shall apply.
- 6.4 If the Selected Development Partner terminates this Agreement pursuant to clause 6.1 then paragraph 3 (Part D) of Schedule 5 to this Agreement shall apply.

6.5 Notwithstanding the termination of this Agreement the Selected Development Partner shall remain liable to pay for any CPO Costs which have been incurred, or which have been legally committed to, prior to such termination and the Acquiring Authority shall take all reasonable steps to mitigate and minimise the same.

## 7. **Costs**

7.1 The Selected Development Partner shall pay the Acquiring Authority's Agreement Costs by [direct credit OR by a solicitors' client account cheque] on the [date of this Agreement OR [DATE]].

7.2 The Selected Development Partner shall pay [the Acquiring Authority's professional's fees and] [AMOUNT] towards] the Acquiring Authority's Costs (excluding the Acquiring Authority's Agreement Costs) [on a full indemnity basis including any irrecoverable VAT]. The Selected Development Partner shall make a payment by [direct credit OR by a solicitors' client account cheque] within [NUMBER] Working Days of receipt of an invoice from the Acquiring Authority.

## 8. **Dispute resolution**

8.1 If any Dispute arises then those Parties involved in the Dispute will consult in good faith in an attempt to resolve the same.

8.2 Any Dispute shall be referred to the Expert.

8.3 If a Dispute arises then the Expert shall, unless the Dispute is settled, be appointed by agreement between the Disputing Parties. If agreement on the identity or the expertise required of the Expert cannot be reached within ten Working Days of agreement being sought, then either Disputing Party may apply to the President for them to nominate an Expert.

8.4 If an Expert at any time shall die or become incapable of acting or decline to act then any Disputing Party may apply to the President to discharge the Expert and appoint another Expert.

8.5 The fees and expenses of the Expert including the cost of their appointment shall unless awarded otherwise be borne equally by the Disputing Parties who shall bear their own costs provided that if one Party shall pay more than its due share it may recoup the balance from the other Disputing Party as a liquidated debt.

8.6 After their appointment the Expert shall afford the Disputing Parties an opportunity within a reasonable period to make written representations to them and also an opportunity to make counter-representations on any representations made to them by the other Disputing Party but will not be fettered or in any way limited by such representations and will be entitled to rely on their own judgment and opinion.

8.7 If the Expert or any Disputing Party considers it appropriate to do so they may request a formal hearing take place and if that occurs then the Expert may issue directions as to how such a hearing may take place.

8.8 It is agreed that:

(a) the Expert shall sit as an expert and not an arbitrator; and

(b) save as varied in this Agreement the provisions of the Arbitration Act 1996 shall apply to the provisions of this clause.

## 9. **Waiver**

9.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

9.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

9.3 [A party that waives a right or remedy provided under this Agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.]

## 10. **Severance**

10.1 If any provision or part-provision of this Agreement is, or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

10.2 If [one party gives notice to the other of the possibility that] any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 11. **VAT**

11.1 Each amount stated to be payable by either Party to the other Party under or pursuant to this Agreement is exclusive of VAT (if any).

11.2 If VAT is chargeable on any supply made under or pursuant to this Agreement, the recipient of the supply shall, subject to receipt of a valid VAT invoice, pay the supplier an amount equal to that VAT as additional consideration on the date that the supply is made.

## 12. **Joint and several liability**

12.1 Where the Selected Development Partner comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Selected Development Partner arising under this Agreement. The Acquiring Authority may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

## 13 **Notices**

13.1 Any notice given under this Agreement must be in writing [and signed by or on behalf of the party giving it].

13.2 Any notice or document to be given or delivered under this agreement [may OR must] be:

- (a) delivered by hand[; or]
- (b) sent by pre-paid first class post or other next working day delivery service [; or]
- (c) sent by e-mail.

13.3 Any notice or document to be given or delivered under this Agreement must be sent to the relevant party as follows:

- (a) to the Acquiring Authority at:  
[ADDRESS]

[E-mail: E-MAIL ADDRESS]

marked for the attention of: [NAME/POSITION]

or at the Acquiring Authority's solicitor, quoting the reference [REFERENCE];

- (b) to the Selected Development Partner at:  
[ADDRESS]

[E-mail: E-MAIL ADDRESS]

marked for the attention of: [NAME/POSITION]

or at the Selected Development Partner's solicitor, quoting the reference [REFERENCE];

or as otherwise specified by the relevant party by notice in writing to each other party.

- 13.4 Any change of the details in clause 13.3 specified in accordance with that clause shall take effect for the party notified of the change at [9.00 am] on the later of:
- (a) the date, if any, specified in the notice as the effective date for the change; or
  - (b) the date [five] Working Days after deemed receipt of the notice.
- 13.5 Giving or delivering a notice or a document to a party's conveyancer has the same effect as giving or delivering it to that party.
- 13.6 Any notice or document given or delivered in accordance with clause 13.1, clause 13.2 and clause 13.3 will be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt [or at the time the notice or document is left at the address] provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day[; or]
  - (b) if sent by pre-paid first class post or other next working day delivery service, at [9.00 am] on the [second] Working Day after posting [; or]
  - (c) [if sent by e-mail, at the time of transmission provided that if transmission occurs before 9.00 am on a Working Day, the notice or document will be deemed to have been received at 9.00 am on that day, and if transmission occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day].
- 13.7 In proving delivery of a notice or document, it will be sufficient to prove that:
- (a) a delivery receipt was signed [or that the notice or document was left at the address][; or]
  - (b) the envelope containing the notice or document was properly addressed and posted by pre-paid first class post or other next working day delivery service [; or]
  - (c) [a delivery receipt confirming the e-mail was delivered to the recipient's e-mail server or a read receipt confirming the recipient viewed the e-mail].
- 13.8 Clause 13 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

#### **14. Non-merger**

14.1 The provisions of this Agreement shall not merge on the actual completion of any act or step contemplated hereunder to the extent they remain to be performed and capable of being performed the provisions shall continue in full force and effect.

#### **15. Information and confidentiality**

15.1 Subject to clause 15.2, clause 16 and clause 17 each of the Parties acknowledges that this Agreement shall be a public document.

15.2 Each of the parties agrees and undertakes not to make public or reveal to any person:

- (a) the amount secured under the Surety nor any of the contents of the Compensation Assessment, other than the global aggregate;
- (b) not to use any such information otherwise than in good faith in the performance of its obligations under this Agreement; and
- (c) to use all reasonable endeavours to procure that any person to whom it does disclose such information shall comply with clause 15 as if it were a Party and bound by it.

15.3 Clause 15.2 shall not prevent any Party from disclosing such information:

- (a) to its legal and other professional advisers (having first informed them that such information is to be kept in strict confidence and not disclosed further);
- (b) to its officers, servants, employees or agents who are involved in the performance of the Party's obligations under this Agreement;
- (c) where (and to the extent that) which a Party can demonstrate is already lawfully in the possession of that Party or becomes generally available and in the public domain otherwise than as a result of a breach of clause 15;
- (d) where (and to the extent that) disclosure is necessary to enable a determination to be made under the Dispute Resolution Procedure contained in clause 8;
- (e) where (and to the extent that) disclosure which is required pursuant to any statutory, legal (including any order of a court of competent jurisdiction) or Parliamentary obligation placed upon the party making the disclosure or the rules of any stock exchange or governmental or regulatory authority having the force of law; or
- (f) where the Parties agree to such information being disclosed and the manner in which disclosure occurs.

15.4 Clause 15 shall survive the termination of this Agreement and shall continue in full force and effect and be enforceable by each of the Parties.

## 16. Freedom of Information Act

- 16.1 The Selected Development Partner acknowledges that the Acquiring Authority may be subject to the requirements of the FIA 2000 and EIR 2004 in relation to this Agreement and if the Acquiring Authority is, then the Selected Development Partner will assist and co-operate with the Acquiring Authority to enable the Acquiring Authority to comply with any Request relating to this Agreement only but not any matter, thing or arrangement between the Parties arising out or relating to this Agreement, the Property or otherwise.
- 16.2 The Acquiring Authority shall be responsible for determining whether a Request is properly made or whether any information is exempt from disclosure under the FIA 2000 and the EIR 2004 for determining in its absolute discretion the information to be disclosed provided always that the Acquiring Authority shall:
- (a) promptly upon receipt of any Request give notice to the Selected Development Partner of such Request and in such notice shall:
    - (i.) confirm whether it considers it a proper Request and whether or not any information is exempt from disclosure under the FIA 2000 and EIR 2004; and
    - (ii.) (to the extent applicable) provide the Selected Development Partner with sufficient information to allow the Selected Development Partner to collate and provide any information which it holds and which is required to be disclosed in respect of such Request.
  - (b) consult with and obtain the views of the Selected Development Partner in respect of any Request (giving due regard to such views) before it:
    - (i.) makes any determination pursuant to clause 16; and/or
    - (ii.) discloses any information;in respect of such Request provided that the Acquiring Authority shall be entitled to respond within the statutory timescale if no response is received in time from the Selected Development Partner.

## 17. Rights of third parties

- 17.1 [Except as expressly provided [in clause [NUMBER] OR elsewhere in this Agreement],] a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. [This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.]
- 17.2 [The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.]

**18. Governing law**

18.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**19. Jurisdiction**

19.1 Each party irrevocably agrees that the courts of England and Wales shall have [exclusive OR non-exclusive] jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

## Schedule 1 CPO Costs

1. The following costs to the extent that they are reasonable and properly incurred as a result of a resolution to make the CPO, the making, processing and implementation of the CPO and any arising from a Blight Notice or Purchase Notice relating to the CPO Lands:
  - (a) the purchase price for any Third Party Interest or New Right which the Acquiring Authority acquires pursuant to the CPO or is required to purchase as a result of any Blight Notice or Purchase Notice;
  - (b) any payment under the LCA 1961, or CPA 1965, or LCA 1973 made as a result of the acquisition of or interference with any Third Party Interest or New Right or otherwise arising from the making or implementation of the CPO;
  - (c) any statutory interest or interest awarded in any proceedings payable in connection with any sum payable hereunder including (without prejudice to the generality of the foregoing) interest which may be payable by virtue of the Acquiring Authority taking possession of any Third Party Interest or New Right before the amount to be paid has been agreed;
  - (d) the costs of any warrant procedure or other procedures necessary to obtain possession of any Third Party Interest or New Right;
  - (e) the Acquiring Authority's legal and valuation costs in connection with the making, processing and implementation of the CPO including the costs of the Acquiring Authority's reasonably and properly appointed consultants;
  - (f) any legal, valuation or other expenses which the Acquiring Authority is required to pay to an owner or owners of any Third Party Interest or New Right in respect of the same and/or in connection with the negotiation of compensation or the transfer of title or the grant of any Third Party Interest or New Right;
  - (g) the Acquiring Authority's costs (including any costs awarded against it) of any public inquiry or Lands Tribunal reference in connection with the CPO and any subsequent litigation in relation thereto;
  - (h) the Acquiring Authority's costs (including any costs awarded against it) in relation to any CPO Challenge;
  - (i) all disturbance and home loss, basic loss or occupiers' loss payment to which any owner(s) or occupier(s) is entitled to as a result of the service of a Blight Notice, Purchase Notice or the vesting or taking possession of any Third Party Interest or New Right;

- (j) the purchase price or any compensation (including any payment for severance or injurious affection) and any additional compensation the Acquiring Authority is required to pay in respect of all or any part of the CPO Lands as the result of the severance of land in common ownership and the cost of accommodation works the Acquiring Authority is required to carry out as a direct result of the CPO in respect of land not included in the CPO and not otherwise acquired by the Acquiring Authority for the Development;
- (k) any advance payment the Acquiring Authority is required to make in respect of all or any part of the CPO Lands under the provisions of section 52 and 52A of the LCA 1973;
- (l) any compensation payable pursuant to the provisions of sections 236, 237 or 250 of the TCPA 1990;
- (m) any payments made by the Acquiring Authority under Parts I and/or II of the LCA 1973 arising directly from and in connection with the Development;
- (n) land transaction tax and any Land Registry fees arising out of the acquisition of any Third Party Interest or New Right;
- (o) any monies awarded to an owner or owners of any Third Party Interest or New Right in respect of any reference to the Lands Tribunal and costs awarded to such person by the Lands Tribunal in respect thereof;
- (p) to the extent the same is not covered elsewhere in this Schedule, any other payment to which a claimant is entitled under the Compensation Code;
- (q) a sum equal to any VAT which is paid by the Acquiring Authority in respect of any of the CPO Costs save to the extent that the Acquiring Authority obtains repayment or credit in respect of such sums; and
- (r) any additional costs the Acquiring Authority incurs as a result of the Selected Development Partner refusing to approve any payment or delaying approval of that payment or failing to provide the Acquiring Authority with the necessary funds to make a payment on the day it is due, provided always that CPO Costs shall not include costs incurred by the Acquiring Authority in breach of this Agreement or as a result of any negligent act or omission on the part of the Acquiring Authority and the Acquiring Authority shall not be entitled to double recovery of any item of cost.

## **Schedule 2 - The Plans**

Attached to this Schedule are the following Plans:

1. [LIST ANY LAND ALREADY OWNED].
  2. [LIST THE CPO LAND AS DEFINED IN clause 1.1].
- [LIST THE DEVELOPMENT SITE AS DEFINED IN clause 1.1].

### **Schedule 3 - The Selected Development Partner's Obligations**

Each Party shall comply with their respective obligations in this Schedule.

#### **1. Specialist Referencing Agent**

- 1.1 Unless already appointed prior to the date of this Agreement, as soon as practicable after this Agreement is entered into, the Parties shall, using their reasonable endeavours, seek to identify prospective appointees as the Specialist Referencing Agent and its Terms of Appointment, including the timetable within which to carry out the Land Referencing Exercise.
- 1.2 Upon agreement between the Parties as to the identity of the Specialist Referencing Agent, the Selected Development Partner shall as soon as practicable appoint the Specialist Referencing Agent at the Selected Development Partner's cost.

#### **2. Land Referencing Exercise**

- 2.1 The Specialist Referencing Agent shall be required to complete the Land Referencing Exercise as soon as is practicable and to furnish the information gathered as a result of that in such form as may be reasonably required by the Acquiring Authority and the Selected Development Partner, but so that such information gathered and supplied complies with all statutory requirements to prepare, apply for and make a CPO, including its confirmation.
- 2.2 Without prejudice to any other provision in this Agreement:
  - (a) each of the Parties shall provide the Specialist Referencing Agent such assistance as it may reasonably request or require from time to time and do all acts and things necessary; and
  - (b) the Acquiring Authority shall, if reasonably necessary to carry out the Land Referencing Exercise, use such powers, statutory or otherwise, to obtain or require (without limitation) third parties to supply information as to ownership or occupation of land or interests in land.

#### **3. Compensation Assessment**

- 3.1 As soon as reasonably practicable after its appointment the Specialist Referencing Agent shall produce to the Selected Development Partner and the Acquiring Authority based upon the best evidence then available a Schedule listing:
  - (a) all known or anticipated CPO Interests;
  - (b) the heads of claim that the owner of those interests could be entitled to make;
  - (c) an estimated amount (or range of amounts) for compensation for that interest;

- (d) the assumptions used in making that estimate, including assumptions as to the future accommodation available for any business; and
  - (e) whether that claimant could be entitled to serve a blight notice.
- 3.2 The Specialist Referencing Agent shall periodically review the Schedule prepared pursuant to paragraph 3.1, and where any material change occurs provide an updated Schedule to the Selected Development Partner and the Acquiring Authority in the light of further information as to:
- (a) CPO Interests;
  - (b) heads of claim;
  - (c) relocation prospects;
  - (d) performance of claimants business;
  - (e) the property market;
  - (f) the completion of acquisitions by the Selected Development Partner; and
  - (g) the claimant's entitlement to serve a blight notice.

#### 4. **Indemnity for CPO Costs**

The Selected Development Partner covenants with the Acquiring Authority:

To indemnify and keep the Acquiring Authority at all times during the currency of this Agreement indemnified from and against all the CPO Costs provided that:

- (i.) in respect of any sum payable under this indemnity at or prior to the date of demand the Acquiring Authority shall provide the Selected Development Partner with details of the nature of the sums incurred and dates when due to be paid and (once paid) with a certified and dated copy of each receipt or acknowledgement of payment certifying that it has been paid; and
- (ii.) prior to the making of any General Vesting Declaration the Acquiring Authority shall not settle individual CPO Costs exceeding the sum of [SUM] without the prior written approval of the Selected Development Partner.

To pay to the Acquiring Authority all and any Outgoings (if any) within 30 Working Days of receipt of an invoice submitted by the Acquiring Authority and properly addressed to the Selected Development Partner fully particularising the same (but not more frequently than once every 30 Working Days).

To pay to the Acquiring Authority all and any CPO Costs following receipt of a statement submitted by the Acquiring Authority to the Selected Development Partner fully particularising the same so that the monies are in the Acquiring Authority's bank account not less than 20 Working Days before the date on which the Acquiring Authority is required to make the payment.

To consult with the Acquiring Authority in relation to such part of the Development as may relate to the CPO and provide to the Acquiring Authority information it may reasonably require to discharge its obligations under this Agreement.

At its own cost to provide support and all reasonable assistance that the Acquiring Authority may request to support the CPO including giving or procuring the giving of evidence at any public inquiry or judicial review of the CPO.

#### **5. Third Party Interests**

The Selected Development Partner covenants with the Acquiring Authority:

- (a) to use its reasonable endeavours to negotiate terms by private treaty to acquire all Third Party Interests and New Rights and the Acquiring Authority shall use its reasonable endeavours to assist the Selected Development Partner; and
- (b) to assist the Acquiring Authority to secure payment of CPO Costs due to claimants at the earliest practicable time by:
  - (i.) negotiations and settlements on Compensation Code terms in good faith;
  - (ii.) seeking early resolution of disputes through mediation or arbitration;
  - (iii.) referring relevant disputes to the Upper Tribunal (Lands Chamber) as soon as it becomes apparent negotiations or mediation are unlikely to secure a settlement; and
  - (iv.) seeking to mitigate loss and hardship to persons likely to be displaced by reason of the compulsory acquisition of their property by assisting with planned relocation to alternative premises either within the Development Site or in the vicinity of the CPO Lands where such relocation can be facilitated by early settlement of claims (or future claims) under the Compensation Code.

#### **6. Surety**

6.1 In addition to the indemnity contained within paragraph 4, the Selected Development Partner shall provide the Acquiring Authority (if so requested) with a Surety as provided for in this paragraph 6.

6.2 The Acquiring Authority may require a Surety to cover the extent of its prospective liability during the following stages of the CPO process:

- (a) from the date of [this Agreement][the resolution to make the CPO] in relation to the estimated costs of preparing, publishing and submitting the CPO for confirmation and preparing for and appearing at a public inquiry (including the risk of costs at a public inquiry) in the initial sum of [SUM] OR such higher reasonable sum as the Acquiring Authority may reasonably specify from time to time;

- (b) from the date the Acquiring Authority makes the CPO an additional sum representing [PERCENTAGE] of the Specialist Referencing Agent's estimate of the liability for CPO Costs in relation to the risk that all of the owners and occupiers of the CPO Lands who are entitled to serve a Blight Notice were to serve a Blight Notice in respect of their respective interests and on the assumption that none of such Blight Notices could be rejected or such higher reasonable sum as the Acquiring Authority may reasonably specify from time to time having regard to the Compensation Assessment; and
  - (c) on the date on which the Selected Development Partner requests the Acquiring Authority to make a General Vesting Declaration in respect of any outstanding interests in the CPO Lands an additional sum (if any) which represents the amount by which the Acquiring Authority's reasonable and proper estimate of the CPO Costs in relation to all such outstanding interests in the CPO Lands exceeds the Surety then in place under paragraph 6.3.
- 6.3 On each payment of CPO Costs the Acquiring Authority shall reduce the amount of Surety required in the following manner:
  - (a) during the period in which a Surety is in place under paragraph (a) to the Acquiring Authority's reasonable estimate of the outstanding risk for CPO Costs in relation to the occupiers of the CPO Lands who are entitled to serve a Blight Notice except that interest in respect of which the payment of CPO Costs was made;
  - (b) during the period in respect of which a Surety is in place under paragraph (c) to the Acquiring Authority's reasonable estimate of the outstanding risk for CPO costs in relation to all CPO Interests except that in respect of which the payment of CPO Costs was made; and
  - (c) where any payment of CPO Costs is not a full and final settlement of the claim in respect of the interest in the CPO Lands to which it relates, the risk of any further payment in respect of that interest shall be taken into account in the Acquiring Authority's estimates under paragraph (b) and paragraph (c).
- 6.4 The Acquiring Authority shall immediately release the Surety when the Acquiring Authority is reasonably satisfied that full and final settlement of all CPO Costs has been made and give notice to the Selected Development Partner and the Surety upon settlement occurring.
- 6.5 Upon the Selected Development Partner's written request the Acquiring Authority shall release the person providing the Surety from the same if the Selected Development Partner is able to procure a replacement person that in the Acquiring Authority's reasonable opinion provides an equivalent or better Surety for the Selected Development Partner's then liabilities under this Agreement.

- 6.6 [For the avoidance of doubt the Selected Development Partner's liability at all times shall extend to the full CPO Costs whether or not that liability exceeds the amount of any Surety required by the Acquiring Authority at that time and the Surety shall not be released by the termination of this Agreement following an Event of Default other than by a notice of release given by the Acquiring Authority.]

Disputes not to delay payment or surety

- 6.7 The Selected Development Partner shall pay to the Acquiring Authority all and any CPO Costs or Outgoings on the date it is due whether or not there is any Dispute over the amount due and the Selected Development Partner shall procure a Surety in the sum reasonably required by the Acquiring Authority whether or not there is any Dispute over the amount specified by the Acquiring Authority.
- 6.8 If after the resolution of a Dispute over any Surety the Expert settles a sum less than the amount specified by the Acquiring Authority, the Acquiring Authority shall give notice to reduce any excess of Surety within ten Working Days of the Determination.

## **Schedule 4 - The Acquiring Authority's Obligations**

Subject to clause 5.2, each Party shall comply with their respective obligations in this Schedule.

### **1. The Acquiring Authority's Covenants**

The Acquiring Authority covenants:

- (a) To review any Compensation Assessment provided by the Specialist Referencing Agent from time to time and to issue its reasonable opinion on those estimates and any notice of proposed increase or reduction of the Surety as expeditiously as is reasonably practicable.
- (b) Unless lawfully obliged to do so, not to acquire any Third Party Interest or New Right under the CPO or by private treaty save with the prior written approval of the Selected Development Partner.
- (c) Without prejudice to paragraph (d), to consult fully at all times with the Selected Development Partner as to the conduct and progress of the CPO and any related public inquiry and the evidence to be adduced thereat and the implementation of the CPO and the amount of CPO Costs.
- (d) To supply to the Selected Development Partner as soon as practicable copies of all documents relevant to the CPO including any notices and correspondence received by the Acquiring Authority.
- (e) To consult with the Selected Development Partner in all stages of the CPO process and not to finalise drafts of (without limitation) the form of the statement of reasons nor the form of the CPO, nor complete the same without the prior approval of the Selected Development Partner.
- (f) Following any confirmation of the CPO to procure as soon as practicable the publication of the requisite notice pursuant to section 15 of the ALA 1981 and if so requested by the Selected Development Partner to include in it a notice of intention to make a General Vesting Declaration.
- (g) To use reasonable endeavours to progress the CPO and acquisition of the CPO Land (with the assistance of the Selected Development Partner), and Third Party Interests required under the CPO, subject to:
  - (i.) taking all available steps to minimise and/or mitigate the CPO Costs and any interest and/or VAT forming part of the CPO Costs;
  - (ii.) employing such valuers, negotiators and solicitors as shall be the subject of consultation with the Selected Development Partner; and

- (iii.) issuing a warrant for possession to obtain possession of any land in relation to which the Acquiring Authority is entitled to lawful possession.
- (h) To give the Selected Development Partner not less than 30 Working Days written notice of the date on which the Acquiring Authority is legally required to make any CPO Cost payment.
- (i) To promptly pay any sums received from the Selected Development Partner pursuant to paragraph 4 of Schedule 3 to the person or persons to whom such sums are due and provide the Selected Development Partner with written confirmation such payment has both been made and received.
- (j) To consult with the Selected Development Partner before giving any undertaking to or entering any agreement with any objector or other party in relation to the CPO.
- (k) To consult with the Selected Development Partner about any threatened or actual judicial review or statutory challenge to the CPO or public inquiry and to keep the Selected Development Partner informed about the progress of any such proceedings including (if so requested to do so by the Selected Development Partner) to assist the Selected Development Partner to be joined as a party.
- (l) To consult with the Selected Development Partner at all relevant stage of all and any stages of any proceedings referred to in paragraph (k) threatened and/or commenced and to consult the Selected Development Partner in (without limitation) the preparation and approval of proofs of evidence, witness statements, statements of case (and the like), as well as instructing and briefing counsel.
- (m) Not to exercise the CPO (in whole or part) without the Selected Development Partner's approval provided that such approval shall not be withheld unless the Selected Development Partner reasonably considers that the exercise at that time shall not be in the best interests of delivering the Development and/or acquiring any CPO Interest not yet acquired by, without limitation, delaying the delivery of the Development or any part or increasing the cost of it.
- (n) On the request of the Selected Development Partner to exercise the CPO in whole or any number of parts (as the case may be) as soon as practicable and on each such occasion the Selected Development Partner requests.
- (o) Take such steps that are reasonable to minimise and mitigate CPO Costs.

## 2. **Blight Notices**

### 2.1 The Acquiring Authority covenants:

- (a) to copy to the Selected Development Partner within five Working Days any Blight Notice which is served upon it, together with a statement certifying the rateable value of the relevant property within the rating list as at the date of the Blight Notice;
- (b) to propose a course of action in relation to the relevant Blight Notice to the Selected Development Partner, including whether it considers that there are grounds for the service of a counter-notice and that if it is in the interests of expediting the Development to do so; and
- (c) not to accept or admit any Blight Notice unless the Selected Development Partner agrees.

### 2.2 In relation to Blight Notices the policy agreed between the Parties is:

- (a) to acquire the CPO Lands on reasonable terms without having to have recourse to the implementation of the CPO at an appropriate time to enable the regeneration objectives to be achieved;
- (b) to the extent that a Blight Notice can be properly objected to it shall be objected to unless the Parties agree otherwise or in the event of a disagreement Leading Counsel advises prior to five Working Days before the expiry of the timescale to serve a counter-notice required by the relevant Act that to do so would materially prejudice the obtaining of confirmation of the CPO;
- (c) the Acquiring Authority shall refer the claimant to the Selected Development Partner who shall seek to negotiate the purchase of the CPO Interest under the Compensation Code;
- (d) if a Blight Notice is accepted but the Selected Development Partner is not able to negotiate the purchase of the relevant CPO Interest the Acquiring Authority shall include that interest in any subsequent General Vesting Declaration; and
- (e) if a Blight Notice is to be objected to then the Acquiring Authority shall serve a counter-notice and take all steps as are necessary from time to time to maintain a valid objection.

### 2.3 The Parties shall seek to agree the course of action to be adopted in relation to each Blight Notice and once agreed the Selected Development Partner and Acquiring Authority shall pursue it and any disagreement (except in relation to the level of compensation payable (if any) shall be referred to Leading Counsel for their recommendation), which shall be followed unless it conflicts or is inconsistent with the Parties obligations under the Agreement or imposes additional liabilities on a Party which they are not obliged to accept or they decline to accept.

2.4 The Acquiring Authority shall:

- (a) if it is not reasonably satisfied that the Selected Development Partner is actively pursuing negotiations for the purchase of a CPO Interest at a reasonable cost serve notice on the Selected Development Partner of its concerns before the Acquiring Authority itself enters into negotiations with the owner of the CPO Interest.
- (b) in addition to any other obligation under this Agreement, consult with the Selected Development Partner whenever required to do so by the Selected Development Partner and to take into account all representations made by the Selected Development Partner as to how to progress and conduct the course of action and in relation to all submission and any evidence to be submitted to the Upper Tribunal (Lands Chamber);
- (c) supply to the Selected Development Partner all relevant advice, opinions, documentation, correspondence and reports received or issued by the Acquiring Authority in respect to any actual or proposed course of action;
- (d) appoint Leading Counsel and junior Counsel (or other such other Counsel if the Selected Development Partner agrees) to advise on the conduct of the Upper Tribunal (Lands Chamber) proceedings and to present the Acquiring Authority's case at the same and to notify the Selected Development Partner of and invite the attendance of the Selected Development Partner at all consultations with Leading and/or junior Counsel (as the case may be).

2.5 In relation to Blight Notices, the Selected Development Partner shall:

- (a) keep the Acquiring Authority fully informed at all times of the progress made in pursuing or resisting any course of action in relation to each Blight Notice and any negotiations undertaken in respect thereof and any substantive communications with the person serving a Blight Notice; and
- (b) in addition to any other obligation under this Agreement, consult with the Acquiring Authority whenever required to do so by the Acquiring Authority and to take into account all representations made by the Acquiring Authority as to how to progress and conduct the course of action and in relation to all submission and any evidence to be submitted to the Upper Tribunal (Lands Chamber).

2.6 The Acquiring Authority shall not create any new interest or interests in land held pursuant this paragraph 2 without the consent of the Selected Development Partner.

### **3. Transfer of CPO Lands to the Selected Development Partner**

- 3.1 The Acquiring Authority covenants that it shall make a General Vesting Declaration or serve a Notice to Treat upon all relevant owners or in relation to any part of the CPO Lands being called upon to do so by the Selected Development Partner provided always that unless the Acquiring Authority agrees otherwise a Notice to Treat shall only be served in respect of minor interest which could not be vested under a General Vesting Declaration.
- 3.2 As soon as practicable after the Acquiring Authority has obtained legal title to any CPO Land the Acquiring Authority shall transfer that title to the Selected Development Partner or as it directs provided that the Selected Development Partner has paid, at the time of legal completion, to the Acquiring Authority all CPO Costs in relation to that land.
- 3.3 As soon as the Acquiring Authority shall become entitled to an interest in land for which the Selected Development Partner has paid the acquisition cost the Selected Development Partner may have use of that land provided that the Acquiring Authority is entitled thereto with vacant possession.
- 3.4 The Acquiring Authority shall not create any new interest or interests in land held pursuant to paragraph 3 without the consent of the Selected Development Partner.

### **4. Appeal**

- 4.1 If the Welsh Ministers are not minded to confirm the CPO whether as to the whole or any part thereof (other than an exclusion from the CPO to which the Selected Development Partner in its discretion agrees will not adversely affect the Development) the Acquiring Authority shall if the Selected Development Partner so requires in writing (and subject to paragraph 4.2) appeal to the High Court against the non-confirmation or partial confirmation or apply for judicial review whichever Leading Counsel shall advise as being more appropriate in the circumstances.
- 4.2 The Acquiring Authority shall not be obliged to appeal to the High Court against the non-confirmation or partial confirmation or apply for judicial review if:
  - (a) having reviewed the Welsh Ministers' decision the Acquiring Authority does not consider it likely to promote and/or improve the economic and/or social and/or environmental well-being of the area to pursue such an appeal; and/or

(b) written advice from Leading Counsel asserts that there is less than 50% chance of such appeal or application succeeding leaving in place a CPO which meets the respective reasonable requirements of the Acquiring Authority and Selected Development Partner and provided further that the Selected Development Partner shall first have been given the opportunity to consider the terms of instruction to be submitted to Leading Counsel and to attend any conference or consultation with Leading Counsel.

**5. Upper Tribunal (Lands Chamber)**

5.1 Without prejudice to the Acquiring Authority's right to refer any matter to the Upper Tribunal (Lands Chamber) at such time as the Acquiring Authority may reasonably determine, if after the date upon which the CPO shall have become operative the Selected Development Partner shall by written notice to the Acquiring Authority request the determination of the statutory compensation payable in respect of any Third Party Interest or New Right to be made by the Upper Tribunal (Lands Chamber) then the Acquiring Authority shall provide all reasonable co-operation to the Selected Development Partner in the prosecution of such reference or proceedings in such manner as the Selected Development Partner may reasonably require and produce with all due expedition any information or documentation, including witness statements, as the Selected Development Partner may reasonably require in relation to such matters.

**6. Repayment of CPO Costs**

6.1 If any CPO Costs which the Selected Development Partner has reimbursed are overpaid then the Selected Development Partner shall be entitled to the benefit of any refund lawfully due either as a lump sum or as a credit against any further payments due in respect of any CPO Costs and without prejudice to the generality of the foregoing the Selected Development Partner shall be entitled to receive any surplus advance compensation paid under section 52 of the LCA 1973 which is repaid to the Acquiring Authority and the Acquiring Authority shall pursue repayment of the same.

## **Schedule 5 - Exit Consequences**

1. Part A: Where the Acquiring Authority formally resolves not to proceed with the CPO after Leading Counsel advises prospects of success are no better than 50%.
  - (a) The Acquiring Authority shall not be required to take any further action in relation to the CPO but shall take all reasonable steps available to mitigate and minimise the Selected Development Partner's liability under this Agreement.
  - (b) The Selected Development Partner's obligations under this Agreement shall continue in effect in relation to liabilities that the Acquiring Authority has incurred prior to the date of that resolution or steps that the Acquiring Authority has taken that will create liabilities that the Acquiring Authority cannot reasonably avoid.
  - (c) Provided that if Leading Counsel advises that if the CPO was modified to increase the chances of success above 50% but so that the Acquiring Authority's regeneration objectives were still being met in the Selected Development Partner's reasonable opinion then the Acquiring Authority shall proceed with the CPO.
  
2. Part B: Where the Acquiring Authority resolves not to proceed on the grounds that, as a result of a material change of circumstances, it no longer considers pursuing the CPO to be likely to promote and/or improve the economic and/or social and/or environmental wellbeing of the area (other than such a decision made following a decision by the Welsh Ministers not to confirm the CPO in whole or in part).
  - (a) The Acquiring Authority shall not be required to take any further action in relation to the implementation of the CPO and shall take all reasonable steps available to minimise and mitigate the Selected Development Partner's liability under this Agreement.
  - (b) The Selected Development Partner's obligations under this Agreement shall cease.
  - (c) The Acquiring Authority shall (where called upon to do so) pay to the Selected Development Partner the amount which represents:
    - (i.) the CPO Costs paid by the Selected Development Partner to the Acquiring Authority under this Agreement;

- (ii.) any and all costs which the Selected Development Partner incurred in pursuing the Development and/or paid under the Land Agreements and/or incurred in acquiring CPO Land and/or CPO Interests, including the costs of acquisition, as well as Land Transaction Tax, or which are directly related to supporting the Acquiring Authority in relation to the CPO either prior to or after the date of this Agreement. The sum that the Acquiring Authority is to pay for the transfer of land shall be the higher of market value and the price the Selected Development Partner paid.
  - (d) In addition to the above sums the Acquiring Authority shall pay to the Selected Development Partner the sum which shall secure the Selected Development Partner a return on costs of 10% after taking account of any amount by which the Market Value of any land acquired by the Selected Development Partner exceeds the price paid for it.
  - (e) If the Selected Development Partner has title to any CPO Land and/or Interests in respect of which the Selected Development Partner has paid the acquisition costs the Selected Development Partner shall transfer that interest to the Acquiring Authority for the sum of [SUM] after the payment of all sums due to the Selected Development Partner.
- 3. Part C: Where the Selected Development Partner is in material breach of its obligations under this Agreement or gives notice that it does not wish the Acquiring Authority to proceed with the CPO for its benefit.
  - (a) The Acquiring Authority shall elect and serve notice on the Selected Development Partner stating whether:
    - (i.) it will abandon the CPO in which case the provisions of paragraph 1 (Part A) of this Schedule shall apply; or
    - (ii.) it will continue with the CPO in which case the provisions of this Part C shall apply.
  - (b) If the Acquiring Authority elects to proceed with the CPO without the support of the Selected Development Partner:
    - (i.) The Selected Development Partner shall not object to the CPO nor cause or permit any other person to object on its behalf and shall withdraw any objection it may have made prior to the date of the Acquiring Authority's election.
    - (ii.) If the CPO is confirmed (either before or after the Selected Development Partner gave notice that it did not wish to continue) the Acquiring Authority may implement the CPO in respect of any CPO Interest which the Selected Development Partner has acquired and the Selected Development Partner shall be entitled to compensation for any such CPO Interests it owns under the Compensation Code.

- (iii.) The Selected Development Partner shall not be entitled to recover any CPO Costs it had paid (or had been liable to pay) to the Acquiring Authority prior to the date of its notice but shall not be liable under this Agreement in respect of any liability incurred by the Acquiring Authority in respect of CPO Costs after the date of that notice.
  - (iv.) If at the date of the Selected Development Partner's notice the Acquiring Authority has acquired and holds any CPO Interest for which the Selected Development Partner has paid the CPO Costs prior to the making of a General Vesting Declaration the Acquiring Authority shall transfer ownership of that interest to the Selected Development Partner for the sum of [SUM].
  - (v.) If at the date of the Selected Development Partner's notice the Acquiring Authority has made a General Vesting Declaration in respect of CPO Lands [Interests] not owned by the Selected Development Partner the Acquiring Authority shall have no obligation to transfer them to the Selected Development Partner and the Selected Development Partner shall have no obligation to pay any CPO Costs in respect of such interests; and/or
  - (vi.) Where any CPO Interest has been vested in the Acquiring Authority under a General Vesting Declaration and transferred to the Selected Development Partner, the Selected Development Partner shall transfer that interest back to the Acquiring Authority and the Acquiring Authority shall refund to the Selected Development Partner the CPO Costs related to the acquisition of that interest.
4. Part D: Where the Selected Development Partner asserts that the Acquiring Authority is in material breach of its obligations under this Agreement and the Acquiring Authority either gives notice accepting that assertion or the Selected Development Partner has referred the question to the Expert and the Expert has determined that question in favour of the Selected Development Partner.
- (a) The Acquiring Authority shall not be required to, nor shall, take any further action in relation to the pursuance or implementation of the CPO and shall take all reasonable steps available to minimise and mitigate the Selected Development Partner's liability under this Agreement.
  - (b) The Selected Development Partner's obligations under this Agreement shall cease.

- (c) The Acquiring Authority shall (where called upon to do so) pay to the Selected Development Partner the amount which represents:
  - (i.) the CPO Costs (subject to Part D paragraph 4) paid by the Selected Development Partner to the Acquiring Authority under this Agreement;
  - (ii.) any and all costs which the Selected Development Partner incurred in pursuing the Development and/or paid under the Land Agreements and/or incurred in acquiring CPO Land and/or Interests, including the costs of acquisition, as well as Land Transaction Tax, or which are directly related to supporting the Acquiring Authority in relation to the CPO either prior to or after the date of this Agreement. The sum that the Acquiring Authority is to pay for the transfer of land shall be the higher of market value and the price the Selected Development Partner paid; and
  - (iii.) in addition to the above sums the Acquiring Authority will pay to the Selected Development Partner the sum which will secure the Selected Development Partner a return on costs of 10% after taking account of any amount by which the Market Value of any land acquired by the Selected Development Partner exceeds the price paid for it.
- (d) If the Acquiring Authority has title to any CPO Land and/or CPO Interests in respect of which the Selected Development Partner has paid the acquisition costs the Council shall (if called upon to do so) the transfer that interest to the Selected Development Partner or as it directs for the sum of [SUM].
- (e) Alternative to Part D paragraph 4, if it so chooses, the Selected Development Partner may (on behalf of itself and any other third party to whom CPO Interests have been transferred to or held by (if such third party agrees for the Selected Development Partner to make such request)) call upon the Acquiring Authority to acquire such CPO Interests from the Selected Development Partner and/or such third party for the higher of the then market value and the purchase price of such interests.

- (f) Completion by the Acquiring Authority of any acquisitions to be made by it under Part D paragraph 4(e) shall take place the later of 20 Working Days after the service any notice served under Part D paragraph 4(e) and ten Working Days after (where there is a Dispute over the price to be paid) the purchase price to be paid is Determined.

Signed by [NAME OF ACQUIRING AUTHORITY] .....

Signed by [NAME OF DIRECTOR] .....  
Director

for and on behalf of [NAME OF SELECTED DEVELOPMENT PARTNER]



**THIS AGREEMENT** is dated: **[INSERT DATE]**

**PARTIES**

**[INSERT NAME OF ACQUIRING AUTHORITY] of [INSERT FULL ADDRESS]  
[INSERT TITLE AND NAME OF LANDOWNER] of [INSERT FULL ADDRESS OF  
LANDOWNER] (“The Landowner”)**

**BACKGROUND**

- (1) The Landowner is the owner of the freehold property/land (DELETE AS APPROPRIATE) situated at [INSERT ADDRESS] (“The property”)
- (2) [INSERT NAME OF ACQUIRING AUTHORITY] have made a compulsory purchase order (CPO) and submitted it for confirmation to the Welsh Ministers.
- (3) [INSERT NAME OF ACQUIRING AUTHORITY] will put to abeyance the CPO until [INSERT DATE AND YEAR] to allow The Landowner to withdraw their objection to the CPO.
- (4) The Landowner and the [INSERT NAME OF ACQUIRING AUTHORITY] will agree the scope of works and a timetable to carry them out to bring [INSERT ADDRESS] into [INSERT REQUIRED USE].
- (5) If the Property has not been brought back to [INSERT REQUIRED USE] by the end of the agreed time, [INSERT NAME OF ACQUIRING AUTHORITY] will proceed with the CPO process.
- (6) If the Property has been brought into [INSERT REQUIRED USE] by the end of the Agreed Time and to the satisfaction of the [INSERT NAME OF ACQUIRING AUTHORITY], The Landowner will not take any actions future actions or make any claims future claims or demands or future demands in relation to this CPO.
- (7) The parties wish to record those terms of settlement, on a binding basis, in this agreement.
- (8) If The Landowner cannot withdraw his objection by [INSERT DATE AND YEAR] the CPO process will continue.

## **AGREED TERMS**

### **1. Definitions and interpretation**

In this agreement, unless the context otherwise requires, the following words and expressions have the following meanings:

**Agreed Time** means the agreed time for the Works to be completed

**CPO** means the compulsory purchase order (CPO) relating to land at **[INSERT ADDRESS]** or such other future application or order relating to the Property.

**CPO Challenge** means a challenge or objection (in any form whatever) to the validity of the CPO or general vesting declaration (including by way of injunction or judicial review) or any process matter or action connected thereto.

**Plan** means the plan annexed to Appendix 1

**Property** means **[INSERT ADDRESS]**

**Period** means the period of time in which the Works will be carried out and completed

**Works** means the works to be carried out by The Landowner at their own cost at the Property as shown under the Schedule of Works annexed at Appendix 2

**Works Commencement Date** means the date on which the Works will commence.

**Works Completion** means the date stated in the Works Completion Certificate.

**Works Certificate of Completion** means a document issued by the **[INSERT NAME OF ACQUIRING AUTHORITY]** to the Landowner confirming the date on which the Works are deemed to have been carried out in conformity with the Schedule of Works annexed at Appendix 2

### **2. Effect of this agreement**

The parties hereby agree that this agreement shall immediately be fully and effectively binding on them.

### **3. Works**

[INSERT NAME OF ACQUIRING AUTHORITY] will inspect the Works on completion and only on the satisfaction of the [INSERT NAME OF ACQUIRING AUTHORITY] or in accordance with the Works Completion Certificate will the [INSERT NAME OF ACQUIRING AUTHORITY] inform the Welsh Ministers that the [INSERT NAME OF ACQUIRING AUTHORITY] will not proceed to seek confirmation of the CPO.

### **4 Agreed time**

The Landowner has agreed that the Works will be carried out to the reasonable satisfaction of the [INSERT NAME OF ACQUIRING AUTHORITY] and completed on ..... and if the Works have not been completed by the Agreed Time the [INSERT NAME OF ACQUIRING AUTHORITY] will have the right to exercise the CPO.

### **5. Settlement**

5.1 This agreement is in full and final settlement of The Landowner hereby releasing and forever discharging, all and/or any actions, claims, rights, demands and set-offs, whether in this jurisdiction or any other, whether or not presently known to the parties or to the law, and whether in law or equity, that it, ever had, may have or hereafter can, shall or may have against the [INSERT NAME OF ACQUIRING AUTHORITY] or any other party or entity arising out of or connected with the CPO.

#### Agreement not to take Action

5.2 The Landowner covenants that they shall not: (i) commence, voluntarily aid in any way or cause either directly or indirectly to be commenced against the [INSERT NAME OF ACQUIRING AUTHORITY] or any other party or entity any action, suit or other proceeding concerning the CPO or/any objection or challenge of any formal or informal nature thereto, in this jurisdiction or any other costs if the [INSERT NAME OF ACQUIRING AUTHORITY] do not proceed to seek confirmation of the order because the Property has been brought to [INSERT REQUIRED USE].

5.3 The parties shall each bear their own legal costs in relation to this agreement.

### **6 Warranties and authority**

6.1 The Landowner warrants and represents that they have not sold, transferred, assigned or otherwise disposed of their interest or rights in the Property (or agreed to do so).

6.2 Each party warrants and represents to the other with respect to itself that it has the full right, power and authority to execute, deliver and perform this agreement.

- 6.3 The Landowner warrants and represents that they have not contravened or taken steps to contravene the provisions of clause 5 above at any time.

## **7 Indemnities**

The Landowner hereby indemnifies, and shall keep indemnified, [INSERT NAME OF ACQUIRING AUTHORITY] against all costs and damages (including the entire legal and surveyor expenses of [INSERT NAME OF ACQUIRING AUTHORITY] incurred in all future actions, claims and proceedings in respect of (i) the Works which it may bring against [INSERT NAME OF ACQUIRING AUTHORITY] or any other party, and (ii) (without prejudice to the above) any breach of the covenants or warranties contained herein.

## **8 Severability**

If any provision of this agreement is found to be void or unenforceable, that provision shall be deemed to be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect and the parties shall use their respective reasonable endeavours to procure that any such provision is replaced by a provision which is valid and enforceable, and which gives effect to the spirit and intent of this agreement.

## **9 Entire agreement**

- 9.1 This agreement constitutes the entire understanding and agreement between the parties in relation to the subject matter of this agreement.
- 9.2 Each party acknowledges that it has not entered into this agreement in reliance wholly or partly on any representation or warranty made by or on behalf of the other party (whether orally or in writing) other than as expressly set out in this agreement.

## **10 Confidentiality**

The terms of this agreement, and the substance of all negotiations in connection with it, are confidential to the parties and their advisers, who shall not disclose them to, or otherwise communicate them to, any third party other than:

- (a) to the parties' respective auditors, insurers and lawyers on terms which preserve confidentiality;
- (b) pursuant to an order of a court of competent jurisdiction, or pursuant to any proper order or demand made by any competent authority or body where they are under a legal or regulatory obligation to make such a disclosure; and
- (c) as far as necessary to implement and enforce any of the terms of this agreement.

## **11 Governing law and jurisdiction**

This agreement shall be governed by, and construed in accordance with, the law of England and Wales. Any dispute arising out of or in connection with, or concerning the carrying into effect of, this agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales, and the parties hereby submit to the exclusive jurisdiction of those courts for these purposes.

## **12 Contracts (Rights of Third Parties) Act 1999**

The parties agree that the terms of this agreement are not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

## **13 Co-operation**

The parties shall deliver or cause to be delivered such instruments and other documents at such times and places as are reasonably necessary or desirable, and shall take any other action reasonably requested by the other party for the purpose of putting this agreement into effect.

## **14 Counterparts**

This agreement may be signed in any number of counterparts, each of which, when signed, shall be an original and all of which together evidence the same agreement. For the purposes of completion, faxed signatures by the parties' legal advisers shall be binding. Any party who provides a faxed, signed counterpart to the other party on completion agrees to provide original, signed counterparts to the other party within fourteen days of completion.

## **15 Variation**

Any variation of this agreement shall be in writing and signed by or on behalf of each party.

This agreement has been entered into on the date stated at the beginning of it.

## **Appendix 1**

### **Plan**

## **Appendix 2**

### **Schedule of Works**

1. To carry out the following works in the specified time periods:
  - 1.1 [LIST OUTSTANDING WORKS AND TIME PERIOD FOR COMPLETION]
  - 1.2 [LIST OUTSTANDING WORKS AND TIME PERIOD FOR COMPLETION]
  - 1.3 [LIST OUTSTANDING WORKS AND TIME PERIOD FOR COMPLETION]

#### Housing related CPOs

2. Once the works set out in paragraph 1 of this Schedule have been completed, to place all of the Properties with a local lettings agent of repute (to be agreed by the [INSERT NAME OF ACQUIRING AUTHORITY]) within 5 working days and use reasonable endeavours to procure lettings of each of the Properties as soon as reasonably practicable following the expiry of the time periods set out above.
3. To allow the [INSERT NAME OF ACQUIRING AUTHORITY] access to each of the Properties without delay to enable it to check that the requirements of this Undertaking have been met.

4. To notify the [INSERT NAME OF ACQUIRING AUTHORITY] when each of the Properties has been let, together with details of the tenant and a copy of the tenancy agreement.
5. To notify the [INSERT NAME OF ACQUIRING AUTHORITY] if an offer has been made to purchase the Property prior to the completion of the works set out in paragraph 1 of this Schedule and to ensure that any purchaser enters into an undertaking on the same terms as this Deed.

Executed as a Deed by affixing the

Common Seal of [INSERT NAME OF LOCAL AUTHORITY] in the presence of:

[INSERT NAME OF AUTHORISED OFFICER]

Being an Officer of the [INSERT NAME OF LOCAL AUTHORITY] duly

Authorised to attest the Common Seal thereof

Signed as a deed by the said [INSERT NAME OF LANDOWNER]

In the presence of:

W Signature:.....

I

T Name:.....

N

E Address: .....

S

S Occupation:.....

# Appendix 22 - Case Studies on the Successful Use of Compulsory Purchase Orders

## Introduction

- 1.1 Compulsory purchase orders (CPOs) have been used to enable a range of different infrastructure and development projects to proceed in Wales in recent years.
- 1.2 The following case studies provide details of some of these CPOs and the relevant power used, along with highlighting key learning points for local authorities to consider when using their compulsory purchase powers:
- Derelict properties in [Penarth - Town and Country Planning Act 1990](#);
  - Redevelopment of residential properties and provision of urban green space in [West Rhyl - Town and Country Planning Act 1990](#);
  - Road improvement project in [Mountain Ash – Highways Act 1980](#);
  - Residential development together with associated highway infrastructure and open space in [Conwy – Town and Country Planning Act 1990](#);
  - Empty residential property in [Cardiff – Housing Act 1985](#).

### Case Study 1: Compulsory purchase of derelict residential development at Penarth

|                     |   |
|---------------------|---|
| Acquiring authority | Vale of Glamorgan Council   |
| CPO Type            | Town and Country Planning Act 1990  |
| CPO Example         | Use of compulsory purchase powers with a back-to-back agreement to redevelop derelict properties into residential development |

### *Overview*

- 2.1 Vale of Glamorgan Council used its compulsory purchase powers under section 226(1)(a) of the Town and Country Planning Act 1990 to progress the redevelopment of five empty, derelict properties into residential development which were under the ownership of one landowner. One objection to the making of the CPO was received which was considered by written representations.

### *Background*

- 2.2 A local developer who owned the derelict properties negated enforcement procedures through legal devices such as company closures and general obfuscation.

### *The approach*

- 2.3 The Council resolved to use its compulsory purchase powers alongside entering into a back-to-back agreement with a Registered Social Landlord (RSL) to redevelop and bring the derelict properties back into use as residential development.

2.4 With the CPO confirmed, the Council opted to implement the CPO via the general vesting declaration (GVD) procedure. This allowed the Council to take possession of and gain entry to the land whilst protracted negotiations with the landowner over compensation continued over several years.

*Conclusion and learning points*

2.5 The case study provides best practice on how local authorities can enter into back-to-back agreements with partners and use their compulsory purchase powers alongside the GVD procedure to help progress the development of sites without waiting for negotiations on compensation matters to reach a conclusion.

Case Study 2: Compulsory purchase to enable the redevelopment of residential properties and provision of urban green space at West Rhyl

|                     |   |
|---------------------|---|
| Acquiring authority | Denbighshire County Council   |
| CPO Type            | Town and Country Planning Act 1990  |
| CPO Example         | Use of compulsory purchase powers to deliver the redevelopment of residential properties and provision of urban green space |

*Overview*

3.1 Denbighshire County Council used its compulsory purchase powers under section 226(1)(a) of the Town and Country Planning Act 1990 to progress the redevelopment of seven blocks of land which formed part of the West Rhyl Housing Improvement Project. The proposals for the area included:

- Demolition of derelict properties to create a new open space;
- Refurbishment and remodelling of existing properties into: properties to be managed by a Housing Association; apartments and single occupancy family housing;
- New residential development.

3.2 Nine objections to the making of seven CPOs were received which were considered by a public inquiry.

*Background*

3.3 A decline in the domestic tourism industry left West Rhyl with an oversupply of bed and breakfast and hotel accommodation. Due to a change in market forces these buildings were converted into flats and bedsits with shared facilities such as bathrooms and kitchens. The quality of this multiple occupation accommodation deteriorated over time which had a knock-on effect on the health of residents. This, combined with factors such as poor physical, social and environmental conditions, resulted in blighted neighbourhoods in West Rhyl and high levels of deprivation, crime, and poverty. There was also an imbalance in the tenure mix with 70% private rented, 10% owner occupier and 20% Registered Social Landlords (RSLs).

As such, there was little in the way of choice of dwelling type and it was determined housing renewal would not have an impact on improving the quality of accommodation and the surrounding environment.

### *The approach*

- 3.4 West Rhyl was designated as a specific regeneration area within the *Rhyl Going Forward Strategy* and prioritised through the Welsh Governments '*North Wales Coast Strategic Regeneration Area*'.
- 3.5 The case for significant intervention in West Rhyl was evidenced in the Denbighshire County Council *Supplementary Planning Guidance (SPG)*. The SPG made the case for regeneration by developing a vision and assessing the strengths, weaknesses, opportunities and constraints for the area set out over 3 years.
- 3.6 The SPG identified housing as a central element of the regeneration of West Rhyl and as some housing associations had already acquired properties in the area there was an opportunity for the Council to work in partnership with the trusted organisations.
- 3.7 The SPG set out the following principle objectives which were backed by a reasoned justification for the interventions:
  - Create a transformational sense of place through the development of new community green space which enhances the image of the area.
  - Generate new employment uses to support the retail strength of the town centre, attract visitors and enhance existing tourism uses. - Encourage a more balanced range of housing tenures including new homes for families to retain existing residents and attract new residents to the area.
  - Reduce Multiple Occupancy Housing through conversion and new development which provides a more balanced range of tenures and better space standards.
  - Ensure a pedestrian and cycle friendly area with well managed parking and an enhanced public realm environment.
  - Retain the use of listed buildings and respect and enhance the conservation character of the area through sensitive design of new development.
  - Promote sustainable development through the use of energy efficient design and use of renewable energy sources.
- 3.8 Implementation of the SPG's objectives for the West Rhyl Regeneration Area was taken forward through the West Rhyl Housing Improvement Project. The Project had a three year timescale for completion which involved property acquisition via compulsory purchase, the relocation of a number of families, new build work, renovation of properties, and reconfiguration of the existing road layout.

- 3.9 A West Rhyl Housing Improvement Project Board was convened and consisted of:
- Leader of Denbighshire County Council
  - Chief Executive of Denbighshire County Council
  - Strategic leads on Housing and Community Cohesion for the North Wales Coast Regeneration Area
  - Cabinet Lead Member for Housing
  - Chair of Communities Scrutiny Committee
  - Two ward members from the Rhyl area
  - Officials from Denbighshire County Council i.e. Corporate Director, Economic & Community Ambition; Economic & Business Development Manager; West Rhyl Housing Improvement Project Manager; and Property Surveyor
  - Pennaf Housing Group
- 3.10 The West Rhyl Housing Improvement Project co-ordination team comprised of:
- Property acquisition
  - Resettlement and supporting people
  - Neighbourhood management
  - Planning, design and delivery
  - Communication and community liaison
- 3.11 Housing featured as main driver of the West Rhyl Housing Improvement Project and the Council worked in partnership with the following housing associations to purchase properties and land in the area for re-modelling and redevelopment:
- Clwyd Alyn Housing Association (part of Pennaf Housing Group),
  - North Wales Housing Association, and
  - The West Rhyl Community Land Trust
- 3.12 Following numerous public engagement events and meetings, and in response to the suggestions of residents living in the area, it was decided an open green space would also be incorporated in the design and re-modelling of the land use in West Rhyl. A Health Impact Assessment of the proposal was undertaken which concluded: "*The West Rhyl Greenspace Project provided an opportunity to showcase the benefits open green space can bring to health and well-being*" citing the positive impacts which would arise, such as encouraging physical exercise and the use of the space for community events.

- 3.13 To provide the necessary area of land, buildings identified as being in the worst condition were demolished and replaced by an open green space which included:
- A multi-functional community garden
  - Informal play areas
  - Hard landscaped event spaces
  - Tree lined avenues with spring bulb planting
  - Recycled plastic seating
  - Perimeter wall and railings
- 3.14 There was also a re-configuring of the road layout which included on-street parking with wildflower and shrub planting and concrete and timber entrance features.
- 3.15 Following a public inquiry, the seven CPOs were confirmed by the Welsh Ministers without modification. In total, 106 properties were acquired via agreements and compulsory purchase. This required the re-location of 100 renting households which was successfully achieved through the assistance of a resettlement co-ordinator.
- 3.16 Given the huge implications for families this process was met with scepticism. However, through the investment of time and resources with the affected families all were re-located to other parts of the town.
- 3.17 To assist with the relocations, Denbighshire County Council worked with a local recycling social enterprise to utilise delivery vehicles to transport furniture to the families' new houses.

#### *Conclusion and learning points*

- 3.18 With the CPO confirmed it allowed the West Rhyl Housing Improvement Project to transform the physical environment of West Rhyl. Its approach was a response to poor living conditions and a legacy of decline from a once booming tourism and hospitality industry.
- 3.19 The partnership approach with local housing associations ensured the quality and condition of social housing stock in the area met standards as set out in the Welsh Housing Quality Standard (WHQS) and ensured good management of the properties.
- 3.20 As a result of the intervention by the public sector, market demand for vacant sites in the area has returned to the area with private sector interest in purchasing a site directly opposite the new green space and in nearby existing blocks of houses. Also, following completion of the project, incidents of recorded crime in the area have reduced.

- 3.21 The case study provides best practice of how local authorities can use their compulsory purchase powers in partnership with other organisations to deliver major regeneration schemes and achieve common objectives. Also, how making a CPO on the basis of adopted policy can enhance the justification and compelling case in the public interest.
- 3.22 The case study also provides best practice on why local authorities should adopt a relocation policy early in the process and employ a dedicated staff resource to liaise between the acquiring department of the authority and the affected parties. Likewise, it demonstrates the benefits of adopting a flexible approach to amending a scheme in response to the views of residents to minimise objections to a CPO.

Case Study 3: Compulsory purchase to enable a road improvement project at Mountain Ash

|                     |  |
|---------------------|--|
| Acquiring authority | Rhondda Cynon Taf County Borough Council                               |
| CPO Type            | Highways Act 1980  |
| CPO Example         | Use of compulsory purchase powers to deliver a cross valley link road. |

*Overview*

- 4.1 Rhondda Cynon Taf County Borough Council used its compulsory purchase powers under sections 239, 240, 246, 250 and 260 of the Highway Ways Act 1980 to:
- build a new 2-way, 3 lane link road at Mountain Ash across the valley of the River Cynon and the Cardiff to Aberdare railway line extending for 75 metres;
  - improve existing highways near the proposed new bridge;
  - the diversion of watercourses and carrying out of other works on watercourses in connection with the construction and improvement of the highways.

*Background*

- 4.2 In the Southern part of the Cynon Valley between the settlements of Abercynon and Mountain Ash there were few cross valley links to the A4059 which provides a route to the major trunk road of the A470. Where cross valley links existed, they either had width restrictions or were constrained by traffic volumes resulting in congestion and delays in traffic journey times.
- 4.3 Major improvements to the highway network in this part of the Cynon Valley were required to resolve these capacity issue, provide another route into the town centre of Mountain Ash, and enhance existing movements across the valley between communities. The improvements to the highway network were also integral to the regeneration and environmental improvement of the area linked to the Mountain Ash Town Centre Regeneration Strategy and the wider economic opportunities for the Cynon Valley and the Cardiff Capital Region.

- 4.4 The Mountain Ash Cross Valley Link Project was established to deliver the following social, economic and environmental regeneration benefits:
- Divert traffic away from the built up, poor quality, narrow B4275 road across the valley onto the A4059, bringing major traffic relief to the Mountain Ash Town centre and surrounding areas.
  - Reduce traffic heading northbound along the A4059 towards Aberdare and thus reducing air pollution, congestion and improving traffic journey times.
  - Facilitate further enhancement of the Mountain Ash town centre street scene by significantly relieving traffic flows and improving air quality, particularly northbound, in the town centre.
  - Improve access to existing and new businesses at Cwm Cynon Business Park, complementing the first phase of the link already constructed off the A4059.
  - Improve the connectivity within the Cynon Valley and more widely within the region.
  - Create a new access on foot or cycle to the wider active travel network which will promote more active and healthy lifestyles.

*The approach*

- 4.5 To implement the Mountain Ash Cross Valley Link Project the compulsory acquisition of fourteen parcels of land was necessary. The land contained in the Mountain Ash Cross Valley Link CPO 2017 comprised scrubland, footway, verge and highway operational railway land, the bad and banks of the River Cynon, a parking area, garages, and residential properties. The works associated with the project involved the demolition of 2 residential properties and 6 garages.
- 4.6 In setting out the case for the use of compulsory purchase powers in its Statement of Reasons, the Council identified its preferred approach was to seek the acquisition of land and rights by agreement in the first instance. To meet funding deadlines and ensure progress of the Project, the Council undertook this work in parallel with the making of the CPO. It was the Council's view this would minimise the work required for a public inquiry should one be held following the submission of objections. By adopting this approach from the outset, the Council successfully negotiated away all objections to the CPO.
- 4.7. As the statutory notice requirements had been met for the making of the CPO; all objections received to the CPO had been withdrawn; no modifications were proposed to the CPO; and the CPO land did not fall within the categories of land mentioned in section 14A(2) of the Acquisition of Land Act 1981<sup>68</sup>, the Welsh Ministers were able to delegate the power to confirm the CPO to the Council under section 14A of the Acquisition of Land Act 1981.

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<sup>68</sup> I.e. (1) Land which has been acquired by statutory undertakers for the purposes of their undertaking; or (2) Land forming part of a common, open space, or fuel or field garden allotment.

### *Conclusion and learning points*

- 4.8 The development of this important transport link brought with it not only local benefits but also improved connectivity within the region and delivered greater economic opportunities.
- 4.9 The Project provided an opportunity to improve accessibility and connectivity in an area where limited cross valley linkage caused significant congestion on the local and strategic transport network affecting all highway users, including commercial delivery services and public transport.
- 4.10 The use of compulsory purchase powers helped the Council deliver the project and meet funding deadlines by allowing it to acquire land required to implement the road scheme.
- 4.11 This case study demonstrates best practice of an acquiring authority continuing to negotiate the withdrawal of objections by landowners alongside preparing and making the CPO in order to:
- (a) minimise the potential work required to prepare for and participate in a public inquiry which can lower the cost of a CPO; and
  - (b) speed-up the decision making process, and ultimately the implementation of a project, should the requirements under section 14A of the Acquisition of Land Act 1981 be met which can allow the Welsh Ministers to delegate the power to Councils to confirm their own CPOs.

### Case Study 4: Compulsory purchase to enable housing development with associated highway infrastructure and open space in Conwy

|                     |  |
|---------------------|--|
| Acquiring authority | Conwy County Borough Council   |
| CPO Type            | Town and Country Planning Act 1990   |
| CPO Example         | Use of compulsory purchase powers to facilitate residential development with highway infrastructure and open space |

### *Overview*

- 5.1 Conwy County Borough Council used its compulsory purchase powers under section 226(1)(a) of the Town and Country Planning Act 1990 to acquire a single property for the purpose of the development of that land and adjoining land by the demolition of existing buildings on a derelict housing estate and the construction of residential development together with associated highway infrastructure and open space ('the underlying scheme').

### *Background*

- 5.2 The CPO land comprised of one residential leasehold property comprising a ground floor two-storey maisonette style residence.

The property was situated within a block of similar style residences which were vacant. The freehold of the CPO land was owned by the Council.

- 5.3 The compulsory purchase of the single property was required to enable the improvement and development of a site allocated for residential development in the Council's adopted Local Development Plan. The underlying scheme involved 377 new residential units including a percentage of affordable housing with associated highway infrastructure and open space.
- 5.4 The Council progressed the CPO with the purpose of facilitating the following well-being benefits for the surrounding area:
- economic – (1) additional employment generated during the construction phase, (2) influx of a new population resulting in an increased demand for goods and services from local businesses;
  - social – (1) provision of affording housing on the site in accordance with the Council's policy requirement of 20% affordable housing managed by a registered social landlord, (2) improvements to community facilities and investment in new schools;
  - environmental – (1) sustainable transport improvements comprising of new bus stops, improved access to local railway stations, local highway improvements, footways and cycleways, (2) removal of a derelict housing estate and replacement with new houses, improved public spaces, parks, play areas and public art.

#### *The approach*

- 5.5 At the inception of the underlying scheme in 1998, the Council experienced difficulties allocating housing on the estate located on the CPO land to residents in comparison with other housing estates in the area. The main reason for this was the conditions on the estate located on the CPO land had declined over the previous 10 years. In particular, housing on the estate located on the CPO land suffered from poor design, were difficult to maintain, neglected, and crime and vandalism were common.
- 5.6 Consequently, the Council decided the housing on the estate located on the CPO land no longer offered suitable accommodation, and clearance and regeneration of the area was the only realistic option. To achieve this, the Council began a program of re-housing of residents on the estate located on the CPO land. Of the 329 units located on the estate located on the CPO land, a single property remained occupied.
- 5.7 Following the selection of a preferred development partner, the underlying scheme proposed was of a comprehensive redevelopment and regeneration of the land comprising the estate located on the CPO land which involved the demolition of 329 units and the erection of 377 new residential units.
- 5.8 The Council attempted to negotiate vacant possession of the remaining occupied property but negotiations failed to achieve vacant possession.

Negotiations between the Council and the remaining occupier included offers to purchase the interest of the leaseholder at market value together with reasonable professional fees. The leaseholder has been offered compensation, alternative housing and the opportunity to return to a new affordable property on the development. The purpose of the CPO was acquire the remaining property to facilitate the underlying scheme.

5.9 The underlying scheme was developed in consultation with local residents, community groups and Council ward members through the following engagement activities:

- A consultation study which involved meetings with the local community and residents of the estate located on the CPO land to devise a strategy for regenerating the estate.
- A public exhibition hosted in the community centre situated on the estate located on the CPO land which explained the Council's intention to market the site and secure a preferred development partner to facilitate the demolition and redevelopment of the estate located on the CPO land.
- A Planning and Design Guidelines document was drafted which involved consultation with the local community and a two-day public exhibition and consultation exercise concerning the draft brief was held on the estate located on the CPO land.
- Thirty organisations and individuals with an interest in the underlying scheme were directly consulted and the main themes reported to the Council's Cabinet who adopted the Planning and Design Guidelines as the planning brief for the underlying scheme.
- Following the selection of the preferred development partner early in 2005, the preferred development partner, its design team and communication consultants hosted a two-day public exhibition in the community centre situated on the estate located on the CPO land. A second two-day public exhibition was held in an arts centre in the nearby town centre. The purpose of the exhibitions was to provide the local community (including residents from the estate located on the CPO land) with the opportunity to view and comment on the preferred development partner's initial design ideas for the redevelopment of the site and on the planning application for the underlying scheme.

- A Community Consultative Group was also formed and attended by the preferred development partner, local residents, Council ward members, Town Councillors, and Council officers. The remit of the group was to communicate information and exchange views on the evolving underlying scheme and its design. The group met on 6 occasions, prior to the preferred development partner submitting its planning application for the underlying scheme in February 2007.
- In addition to the public exhibitions and Community Consultative Group meetings, the preferred development partner's communications team conducted other consultation exercises to ensure a range of views were taken into account regarding the underlying scheme. For example in September 2005 and January 2007, existing and former residents from the estate located on the CPO land were invited to meet and discuss the underlying scheme, focusing on the affordable housing provision. Planning workshops were also held giving local residents and other stakeholders the opportunity to discuss the underlying scheme and its effect on the adjoining community.
- On 28 February 2007, the preferred development partner submitted its planning application to the Council.
- The Council also carried out consultations as part of the statutory planning process and the Council's Planning Department sent out 773 neighbour notification letters to residents of the area of the underlying scheme. Notification letters were sent out in March 2007 and re-consultation was undertaken in June 2007.
- The planning application was advertised on site and in the press in accordance with the Town and Country Planning (General Development Procedure) Order 1995 on 21 May 2007 and all relevant statutory consultees were notified of the planning application.
- The preferred development partner held a public exhibition of the underlying scheme on 2 September 2010 once planning permission had been granted.

5.10 The costs of the underlying scheme were being met by the preferred development partner who relied on the Council utilising its compulsory purchase powers.

### *Conclusion and learning points*

- 5.11 The Council sought to regenerate a failed former development which was empty except for a single property and semi-derelict. Only the single unit subject to the CPO remained in occupation.

The affordable housing element of the underlying scheme more than adequately compensated for the loss of the unit as well as providing 64 additional new high quality affordable units. In addition, over 300 other good quality new houses were provided.

- 5.12 The acquiring authority offered the leaseholder market value for their property plus reasonable professional fees compensation, alternative accommodation and the opportunity to return to affordable housing on the site of the underlying scheme. Although the tenant was offered compensation, alternative housing and the opportunity to return to a new property on the development they continued to maintain an objection to the CPO.
- 5.13 The CPO was scheduled to be considered by a public inquiry under the provisions of the Compulsory Purchase (Inquiries Procedure) (Wales) Rules 2010. The acquiring authority continued its negotiations with the tenant right up to the holding of the public inquiry in an attempt to resolve the objection. Three days prior to the date set for the holding of the public inquiry the tenant withdrew their objection to the CPO unconditionally. As a result, the public inquiry did not take place.
- 5.14 The unopposed CPO was confirmed by the Welsh Ministers and home loss and disturbance payments were duly made by the acquiring authority to the tenant in accordance with the Land Compensation Act 1973.

### Case Study 5: Compulsory purchase of an empty property in Cardiff

|                     |  |
|---------------------|--|
| Acquiring authority | County Council of the City and County of Cardiff ('Cardiff City Council')              |
| CPO Type            | Housing Act 1985   |
| CPO Example         | Use of compulsory purchase powers to bring an empty residential property back into use |

### *Overview*

- 6.1 Cardiff City Council used its compulsory purchase powers under section 17 of the Housing Act 1985 ("the 1985 Act") to bring a mid-terrace, three bedroom residential property back into use which had fallen into disrepair. No objections were received to the making of the CPO, as such, the confirmation decision was delegated to the acquiring authority to make.

### *Background*

- 6.2 The property stood empty for approximately 10 years since the owner left to care for elderly parents.

The property owner subsequently developed health issues of their own which meant there was no prospect of them returning to the property to live.

- 6.3 Over the period of time it remained empty the property's condition deteriorated through a lack of maintenance which made it inhabitable. It was subsequently listed by the Council as a Category A problem property in accordance with its adopted Empty Property Policy.
- 6.4 The Empty Property Policy set out how empty properties in the local authority area would be assessed against set criteria to determine the priority the Council would give to pursuing re-occupation. The criteria including: the length of time the property was vacant; property occupation; nuisance; dangerous structures; appearance; social impact and number of complaints received. A score was then given against each of the criteria and the sum of these scores reflected the Category of the empty property. Due to the length of time the property in question had been empty, its deteriorating condition and the number of complaints made the property was listed as a Category A vacant property.
- 6.5 Complaints received from neighbouring property owners concerned the property's overgrown gardens, allegation of damp ingress, external disrepair and poor condition which was considered to be detrimental to the amenities of the area.

#### *The approach*

- 6.6 The Council wrote to the property owner on a number of occasions over a period in excess of 3 years to express concern over the condition of the property and to ascertain the owner's intentions. The property owner was informed of the various options available for the disposal or return of the property to beneficial occupation including short term leasing and/or letting through a Registered Social Landlord. Appendix 1 details the timeline of correspondence between the Council and the property owner leading up to the formal resolution to make a CPO.
- 6.7 Due to the declining condition of the property, lack of response from the property owner and complaints received, the Council commenced the formal compulsory purchase procedures to acquire the property.
- 6.8 The Council considered it essential to acquire the property to ensure its return to housing accommodation and to remediate the impact on neighbouring properties. The Council was satisfied the property would remain unavailable to the local housing demand unless it acquired the property via a CPO due to:
- the length of time the property was vacant,
  - its poor and deteriorating condition, and
  - lack of significant action by the owner.
- Also, that it would continue to deteriorate resulting in further complaints and a drain on Council resources.

### *Conclusion and learning points*

- 6.9 In deciding to make a CPO under section 17 of the 1985 Act, the acquiring authority had to prove there was a compelling case in the public interest and the acquisition of the property would achieve either a quantitative or qualitative housing gain.
- 6.10 The acquiring authority progressed the CPO on the basis the repair and return of the empty property to beneficial occupation would achieve the criteria outlined in the paragraph above and remove a problematic vacant house from its Empty Property Register in accordance with its adopted Empty Property Policy. Furthermore, the compulsory purchase and subsequent onward sale of the property, via an auction, to return it to beneficial use would assist in addressing housing demand in its area.
- 6.11 In line with national planning policy on use of compulsory purchase powers, Appendix 1 outlines the attempts the acquiring authority made to purchase the empty property by agreement prior to resolving to use its compulsory purchase powers. This information was included in the acquiring authority's Statement of Reasons as evidence of the last resort of using its CPO making powers to bring back into use the empty property.
- 6.12 Section 14A(1) of the Acquisition of Land Act 1981 ("the 1981 Act") provides a discretionary power to the Welsh Ministers to delegate the confirmation decision on a CPO to the acquiring authority where the following conditions (established under section 14A(3) of the 1981 Act) have been met:
- there are no outstanding objections to the CPO;
  - all statutory requirements as to the service and publication of notices have been complied with; and
  - the CPO is capable of being confirmed without modification.
- As all these conditions had been met in this case, the Welsh Ministers notified the acquiring authority that it could confirm the CPO itself which it duly did.

*Appendix 1 – Timeline of correspondence between the acquiring authority and property owner*

- 14 April 2015 – The Council received a complaint from a neighbour in relation to damp ingress believed to be caused by the empty property. Council Tax records confirmed the ownership details of the property obtained from Land Registry.
- 21 April 2015 – A Housing Enforcement Officer from the Council visited the empty property to investigate the complaint and noted the condition of the property. During the visit the complainant stated a person visited the property occasionally to undertake gardening duties.
- 21 October 2015 – Letter sent to the property owner as an initial contact in an attempt to engage with the owner, determine their plans for the property and when it would be returned to use. No response was received.
- 26 October 2015 – A Housing Officer from the Council visited another neighbouring resident to discuss the empty property. The resident confirmed the whereabouts of the owner of the empty property. The Officer left contact details to be passed to the person visiting the empty property who undertook gardening duties.
- 8 December and 16 December 2015 – The Council received telephone messages received from the person visiting the empty property.
- 17 December 2015 – Telephone conversation between the Council and the person visiting the empty property. The person confirmed the status of the property owner and that they would contact them.
- 13 April 2016 - Telephone conversation between the Council and the person visiting the empty property. The person confirmed the property owner had inherited their parents' house which they were currently residing at and it was unlikely they would deal with their empty property due to its deteriorating condition.
- 28 April 2016 – The Council sent a further letter sent to the property owner. No response was received.
- 11 July 2016 - Telephone conversation between the Council and the person visiting the empty property. The person confirmed they were still in contact with the property owner and stated the owner was not acting in relation to the property.
- 11 July 2016 – The Council sent a further letter sent to the property owner. No response was received.
- 2 November 2016 - Telephone conversation between the Council and the person visiting the empty property. The Council sought to gain access to the empty property to undertake an internal investigation and asked the person if they had access to the property. They confirmed that they did not.
- 4 November 2016 - Telephone conversation between the Council and the person visiting the empty property. The Council sought contact details of the property owner. The person provided the address and telephone number of the property owner's parents' house.

- 7 November 2016 – The Council sent a letter to the address of the property owner's parents' house. No response was received.
- 16 November 2016 - Telephone conversation between the Council and the person visiting the empty property. The person advised the property owner had received the Council's letter of 7 November and they intended to respond. However, that the property owner's health had deteriorated.
- 29 November 2016 – The Council sent a further letter to the address of the property owner's parents' house enclosing a copy of its letter of 7 November. No response was received.
- 3 January 2017 - The Council sent a further letter to the address of the property owner's parents' house warning of potential enforcement act due to a lack of response.
- 16 January 2017 – The Council received a letter from the property owner responding to its letter of 3 January outlining their current status and health conditions.
- 20 January 2017 – The Council noted two telephone messages had been received from the property owner. Attempts were made by the Council to return the telephone calls but only messages were left.
- 6 July 2017 - The Council sent a further letter to the address of the property owner's parents' house seeking an update on their status. No response was received.
- 14 August 2017 - The Council sent a further letter to the address of the property owner's parents' house stating an intention to inspect the empty property as complaints were still being received on its condition. The letter also asked the property owner to consider the options for bringing the property back into use which had been outlined in the Council's previous correspondence.
- 18 August 2017 - The Council received an e-mail from the person visiting the empty property who stated the property owner had refused permission for the Council to enter the property.  
The Council advised a possible outcome was it may have to apply for a warrant or powers to enter and survey the property.
- 30 August 2017 – The Council undertook an internal inspection of the property with access provided by the person visiting the empty property.
- 1 September 2017 - The Council sent a further letter to the address of the property owner's parents' house stating if no action was taken to return the empty property to a habitable condition then the use of compulsory purchase powers would be considered.  
The letter also included matters relating to the potential selling or leasing of the property voluntarily to a Housing Association. A deadline for a response by the property owner was given.
- 26 September 2017 - The Council received a letter from the property owner which reiterated why the property was empty and their status including health conditions.

- 12 October 2017 – Telephone conversation between the Council and the person visiting the empty property. The Council advised it had held a conversation with the Housing Association who stated the property owner would benefit from applying for an interest free loan as a way of funding part of the renovation works required which could work in conjunction with a lease and repair scheme.
- 2 February 2018 – The Council received an e-mail from the person visiting the empty property who confirmed the property owner was interested in the offer of an interest free loan.
- 6 February 2018 – The Council’s administrator of an interest free loan relating to renovation of houses and the Housing Association e-mailed the person visiting the empty property with details of a lease and repair scheme and the interest free loan. This was to ensure the property owner was fully informed of both schemes.
- 5 March 2018 - Telephone conversation between the Council and the person visiting the empty property.  
The person gave an update on the declining health of the property owner and confirmed the information of the lease and repair scheme and the interest free loan had been given to the property owner. The person stated the property owner was unlikely to engage due to their health conditions and agreed to provide the Council with details of the property owner’s social worker. Following the telephone call the Council received an e-mail from the person visiting the empty property with the contact details of the social worker.
- 3 May 2018 – The Council e-mailed the property owner’s social worker outlining the position and involvement with property owner. The Council also sought advice on whether the property owner had instructed a solicitor.
- 14 May 2018 - The Council sent a further letter to the address of the property owner’s parents’ house stating it would have no option but to take enforcement action due to a lack of action on the empty property and engagement with the Housing Association.  
The property owner was also asked to provide details of their legal representative within 14 days of the date of the letter.
- 21 May 2018 – The Council received a further complaint about the state of the empty property. It was also confirmed the complainant had been in contact with their local Councillor.
- 22 May 2018 - Telephone conversation between the Council and the empty property owner’s social worker. The social worker advised they had taken the property owner to a meeting with their solicitor the day before where the issue of the empty property was discussed.  
At the meeting the property owner confirmed they would probably never move back to the property. The social worker also provided contact details for the property owner’s solicitor.
- 25 May 2018 – The Council sent a letter to the property owner’s solicitor outlining the Council’s position and that compulsory purchase action was being considered.

- 4 June 2018 – The Council received a letter from the property owner’s solicitor stating the property owner was looking to list the property for sale.
- 6 June 2018 – The Council sent a further letter to the property owner’s solicitor in response to their letter of 4 June. In the letter the Council outlined its appreciation for the property owner’s situation but that its priority was to consider the effect of the empty property on neighbouring residents and the wider community in addition to the wider housing need in the area. The Council also confirmed if the formal compulsory purchase procedure commenced it could be withdrawn if the property sold in the meantime which was their preferred course of action.
- 15 August 2018 - The Council sent a further letter to the address of the property owner’s parents’ house and the property owner’s solicitor. The letter outlined the Council was not satisfied the property would be brought back into use within a reasonable time and that a recommendation for the compulsory purchase of the property under Part 2 of the Housing Act 1985 would be made within 28 days of the date of the letter.

## Appendix 23 - Best Practice on Compensation Matters

### Best Practice 1 - The red line boundary

Acquiring authorities should have a clear understanding of the project and aspirations of selected development partners if working in partnership. This includes what land is needed to make the project work and it's important to remember there is a difference between "need" and "want".

Whilst it is important a masterplan is in place, if this results in land being acquired which is not necessary for the success of the project this could result in costs exceeding expectations. In addition, acquiring land which is not required could undermine the CPO and result in the CPO being open to challenge at public inquiry and ultimately not being confirmed.

Having established an aspirational red line boundary it is important to research the proposed CPO land i.e. understand the nature of the area and uses. For example, the CPO land may encompass an industrial unit containing specialist equipment which may require relocation to a precise environment which could increase relocation costs. Also, an industrial unit may have a typical external appearance. However, inside there may be production lines manufacturing goods which are sold for profit. As such, negotiations between the acquiring authority and affected parties should focus on what mitigation can be put in place to minimise a potential loss of profits claim. Likewise, some retail uses are restricted in where they can operate by licensing and planning restrictions, for example, bookmakers or adult sex shops. This can result in significant extinguishment claims. As such, acquiring authorities should undertake thorough investigation to avoid such claims which could be above the budget set by the acquiring authority.

Research of the proposed CPO land may also reveal properties where there is a potential for injurious affection or material detriment claims. Furthermore, undertaking due diligence could identify consecrated land and places of worship which have their own specific compensation regime under Rule 5 of Section 5 of the Land Compensation Act 1961. As a result, it may be more beneficial to exclude such properties from the red line boundary.

### Best Practice 2 - Budget

When assessing the land acquisition budget, acquiring authorities should undertake as much due diligence as possible to enable challenges to be dealt with early in the process. Also, the budgets should be reviewed on a regular basis to ensure appropriate planning can be undertaken to reduce the pressure on budget constraints.

Acquiring authorities should also be open to challenging their property teams on the assumptions adopted in establishing the acquisition budget. For example, has the correct basis of valuation been adopted and does it reflect local and/or national planning policy.

### Best Practice 3 - Making contact

It is important to keep affected parties up to date on progress of a CPO and provide them with details on the project and the timescales involved. Acquiring authorities should aim to be as honest and transparent as possible from the outset and make ensure any advice or information provided is clear, concise and consistent. This should improve the possibility of achieving successful early negotiations. Otherwise it can create uncertainty and mistrust in the acquiring authority and may result in an increase in objections to the CPO.

Before resolving to make a CPO to redevelop or improve vacant or derelict land, local authorities should consider serving notices under the following powers requiring action be taken by the respective landowners:

- section 215 of the TCP Act 1990 ('Power to require proper maintenance of land');
- section 11 of the Housing Act 2004 ('Improvement notices'), and
- section 48 of the Planning (Listed Building & Conservation Areas) Act 1990 ('Repairs notice').

Where landowners do not comply with such notices, and a CPO on their land is subsequently made and confirmed, they will have no right to claim a home-loss payment.

### Best Practice 4 - Engage with and understand affected parties

Early engagement and communication with affected parties is important to enabling the acquiring authority to understand the nature of the parties' business or interest, how profits are made, the personalities involved along with helping to manage expectations. It also helps establish any legal or physical impediments to a CPO.

Initial meetings with affected parties offer the chance to gather information at the preparation stage of the CPO process. This can inform the requisition for information at the land referencing stage.

Successful engagement is dependent on the acquiring authority appointing a suitable resourced, professional team who can communicate effectively and deliver results. It doesn't necessarily follow that the most cost effective approach to assembling a project team will result in expert communication skills. The inability to communicate effectively can delay the process and prove costly for the acquiring authority.

Early, appropriate engagement with affected parties allows negotiations to progress and also informs the formulation of appropriate relocation and acquisition strategies which underpin a CPO. As a result, acquisitions agreed in advance of a CPO will ultimately reduce costs and time which is critical to the successful and efficient implementation of a CPO.

### Best Practice 5 - Negotiations and making offers: Do it right

Acquiring authorities should consider the bigger picture when undertaking negotiations and making offers. All costs should be taken into account including direct and indirect costs of the CPO such as legal fees (dealing with individual objectors at public inquiry or potentially at Upper Tribunal (Lands Chamber)), wider scheme costs, overall cost of project delay, and other reasonable linked costs, for example, potential satellite litigation. However, acquiring authorities are not obliged to reimburse duplicate fees should affected parties subsequently decide to change advisors. Affected parties should be advised from the outset of the CPO process to appoint competent, professional advisor(s). Likewise, when appointing surveyors specifically, they should be advised to have regard to the RICS' Professional Statement 'Surveyors advising in respect of compulsory purchase and statutory compensation'.

When undertaking negotiations, acquiring authorities should be flexible and adopt innovative approaches which can will save time and mitigate exposure to compensation. In addition to straightforward purchases, acquiring authorities should consider sale and leasebacks, deferred completions or options.

### Best Practice 6 - Mitigate

Those affected by compulsory purchase are under a duty to mitigate losses and, as such, need to take steps to reduce losses, for example, affected parties will be expected to try and relocate their businesses. Where this is the case, claimants should obtain quotes from at least two reputable firms. Assuming they all offer the same service, instructing the cheapest would be a way of mitigating a loss.

If relocation is not possible it may be necessary for the business to close. Compensation would then be based on the cost of the total extinguishment of the business.

The legal duty to mitigate starts upon confirmation of the CPO and the acquiring authority should take a pro-active role. The duty is on the acquiring authority to demonstrate the claimant has not mitigated their losses. As such, acquiring authorities should:

- work with and engage claimants to ascertain their needs;
- undertake property searches on claimants' behalf;
- provide options for claimants.

Undertaking these activities can assist the relocation process and reduce the risk of extinguishment claims being submitted. Typical items of compensation for extinguishment include:

- the value of the business goodwill;
- loss on forced sale of stock, vehicles and plant and machinery;
- redundancy costs.

There is case law on when the legal duty to mitigate on the part of the claimant is triggered<sup>69</sup>.

Where land is taken, it is important to note where a claimant claims compensation for the amount the land might have been expected to realise on the open market (which will include development value) they are unable to claim compensation for disturbance. For example, for relocating a business operation. This is on the basis that in order to have achieved development value the business would have relocated in any event. Disturbance can only be claimed where a claimant is arguing they would not have been a willing seller in the open market i.e. abandon their business, and, but for the compulsory acquisition, would have continued to operate their business on the land.

For the most part, the right to disturbance compensation is restricted to occupiers who were in occupation on the date when the notice of the making of the CPO was served.

#### Best Practice 7 - Delay vesting, maintain flexible timescales and assist with relocation

The usual process for taking possession of land is normally project led and dependent upon the development timetable.

The process of taking possession is the same under a General Vesting Declaration (GVD) and the Notice to Treat /Notice of Entry (NTT/NTE) route i.e. the acquiring authority must give a minimum of 3 months under either route. It is therefore important to establish an appropriate timetable for possession.

The statutory 3 months' notice places a significant amount of pressure on a business to relocate and can increase the potential for a successful extinguishment claim.

To minimise the risk of such a claim, it is essential to give an occupier the maximum notice. Acquiring authorities should review the development timetable and liaise with the selected development partner if necessary.

Acquiring authorities should also consider whether it would be beneficial in terms of minimising claims to delay vesting or extend the notice period under the NTT/NTE. I.e. by giving a minimum 6 months' notice this could increase protection and reduce the chances of an extinguishment claim succeeding.

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<sup>69</sup> In *Lindon Press vs West Midlands County Council (1987)* it was held the Claimant must take all reasonable steps to mitigate their loss and they cannot recover any avoidable losses. In *Director of Buildings & Lands vs Shun Fung Ironworks (1995)* it was held that a reasonable person in the position of the Claimant would have taken steps to eliminate or reduce the loss and if the Claimant failed to do so, then they could not fairly expect to be compensated for the loss.

## Best Practice 8 - Keep costs in mind: Reach an agreement

The presumption is acquiring authorities are liable for reasonable costs. Where the making of a CPO involves a public inquiry and referral to the Upper Tribunal (Lands Chamber) reasonable costs can be significant.

Below is an indicative guide to the potential level of professional fees for a large-scale CPO which is subject to a public inquiry and referral to the Upper Tribunal (Lands Chamber):

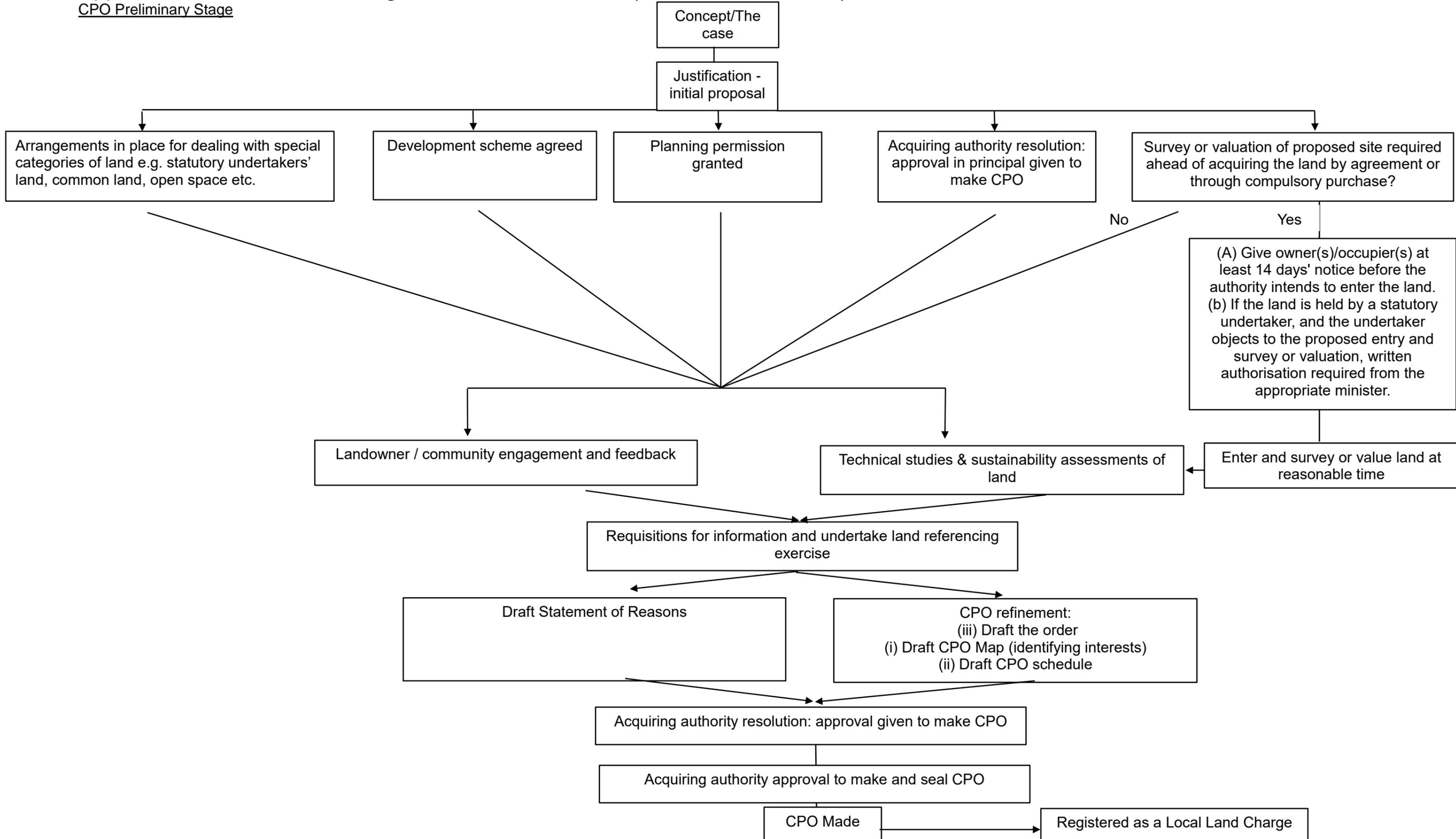
- Legal Fees - £50,000 plus
- Surveyor Fees - £50,000 plus
- Forensic Accountants Fees - £100,000 plus
- Barrister's Costs - £100,000 plus

The actual fees will largely depend on the complexity of the case.

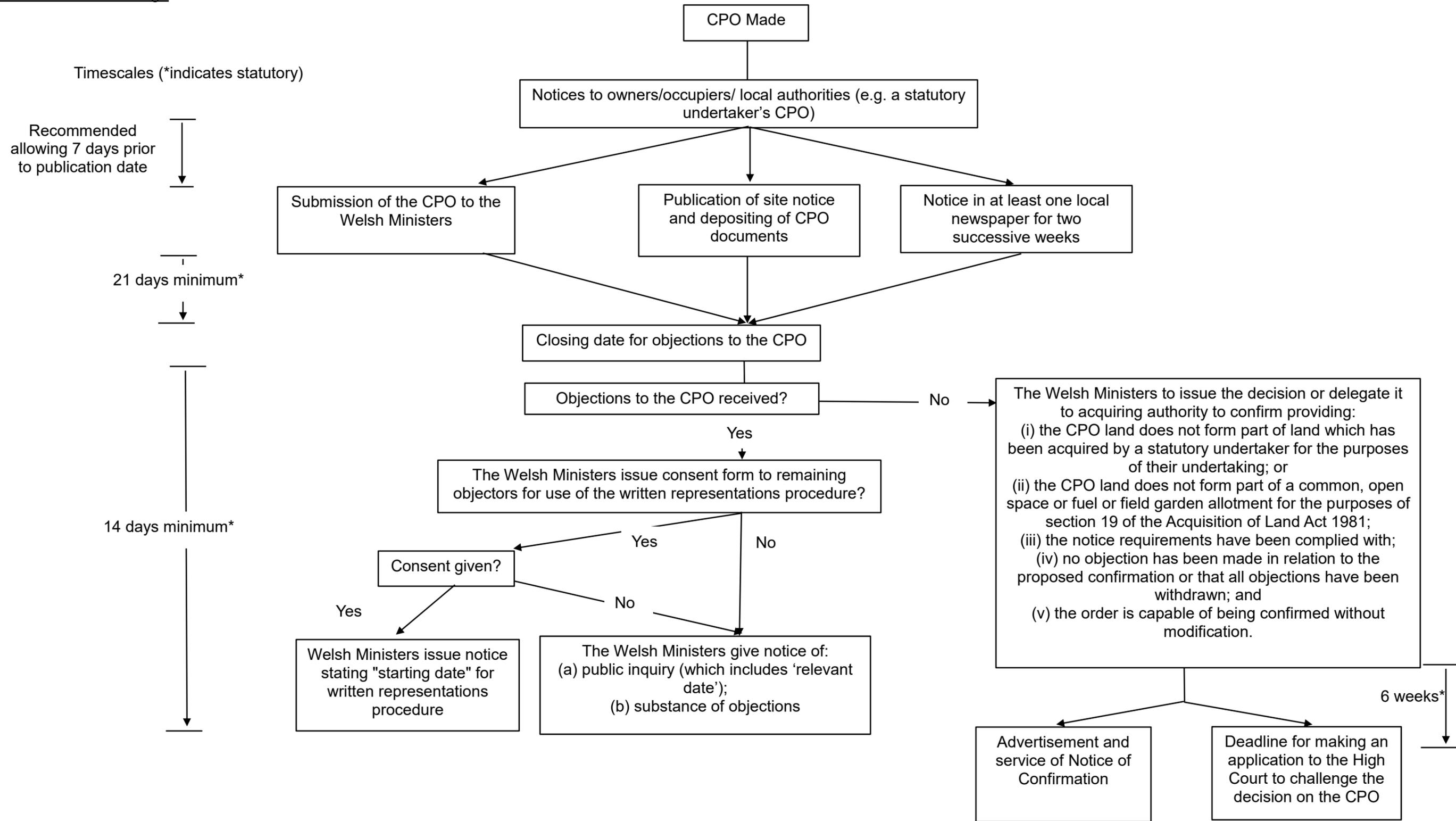
Costs are an important consideration as acquiring authorities can be liable for both their own as well as claimants'. However, whilst acquiring authorities should try and negotiate agreements with claimants, they should be prepared to counter unreasonable compensation claims at the Upper Tribunal (Land Chamber).

# Appendix 24 - Flowchart of Stages in the CPO Process (non-Ministerial CPO)

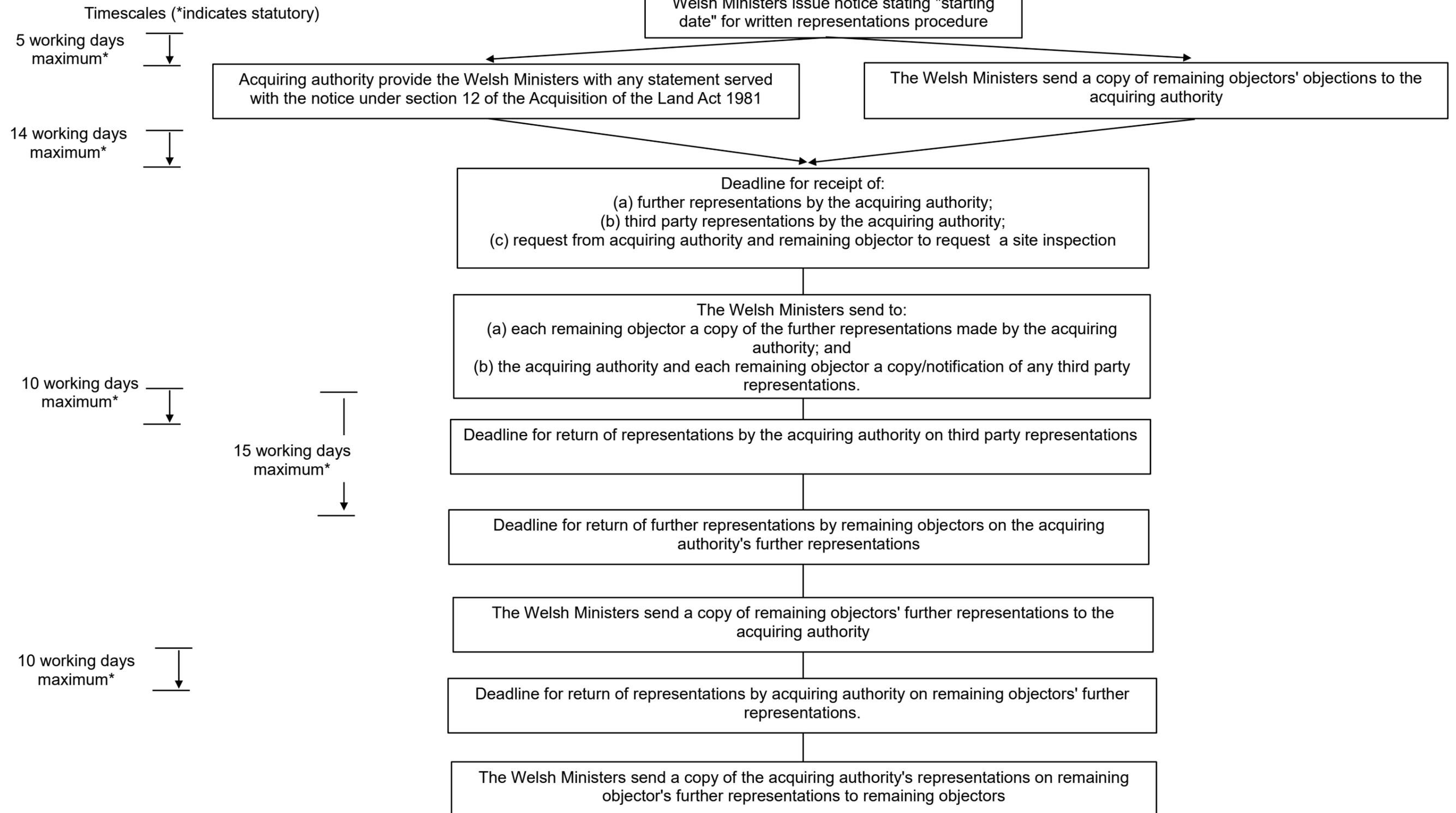
## CPO Preliminary Stage



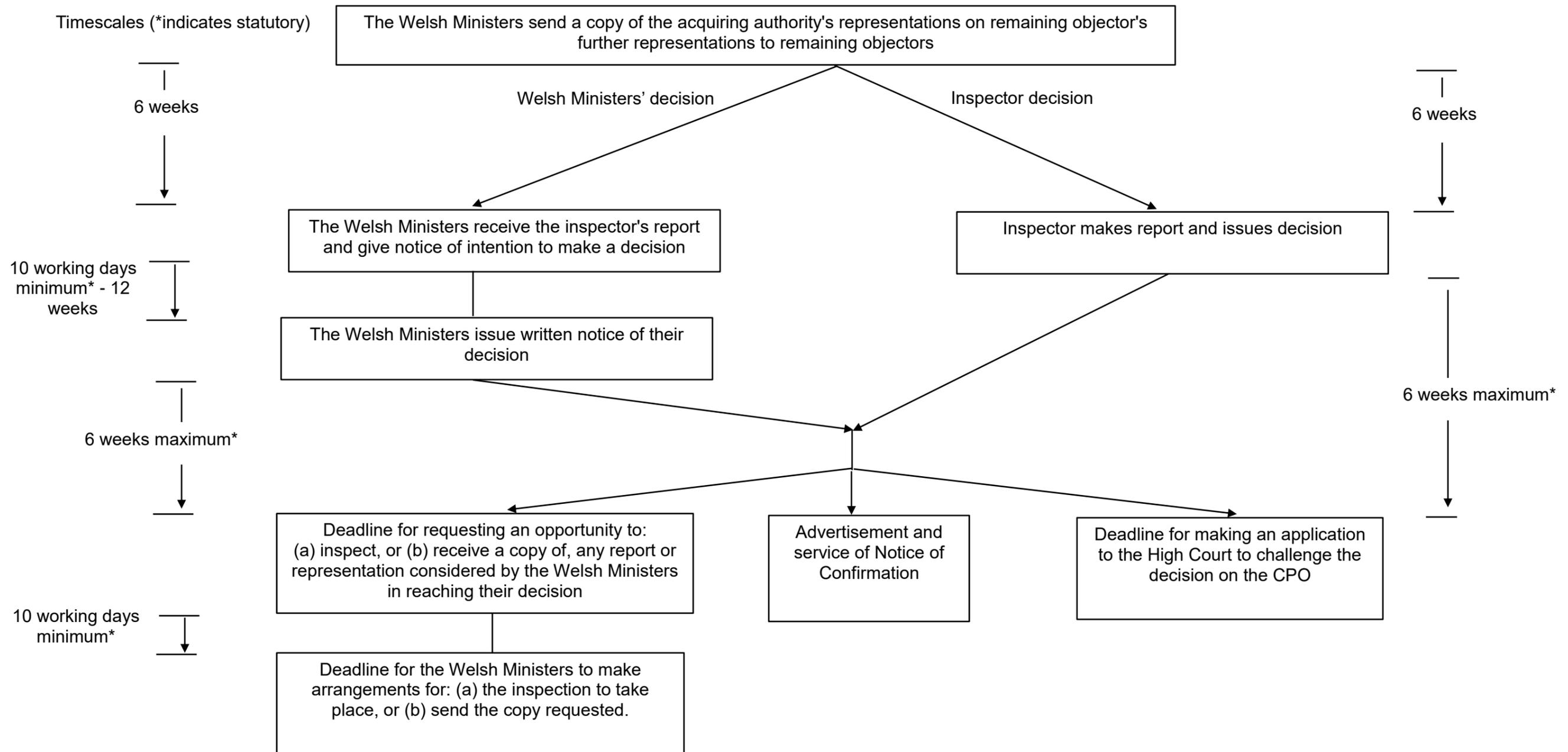
Submission of CPO Stage



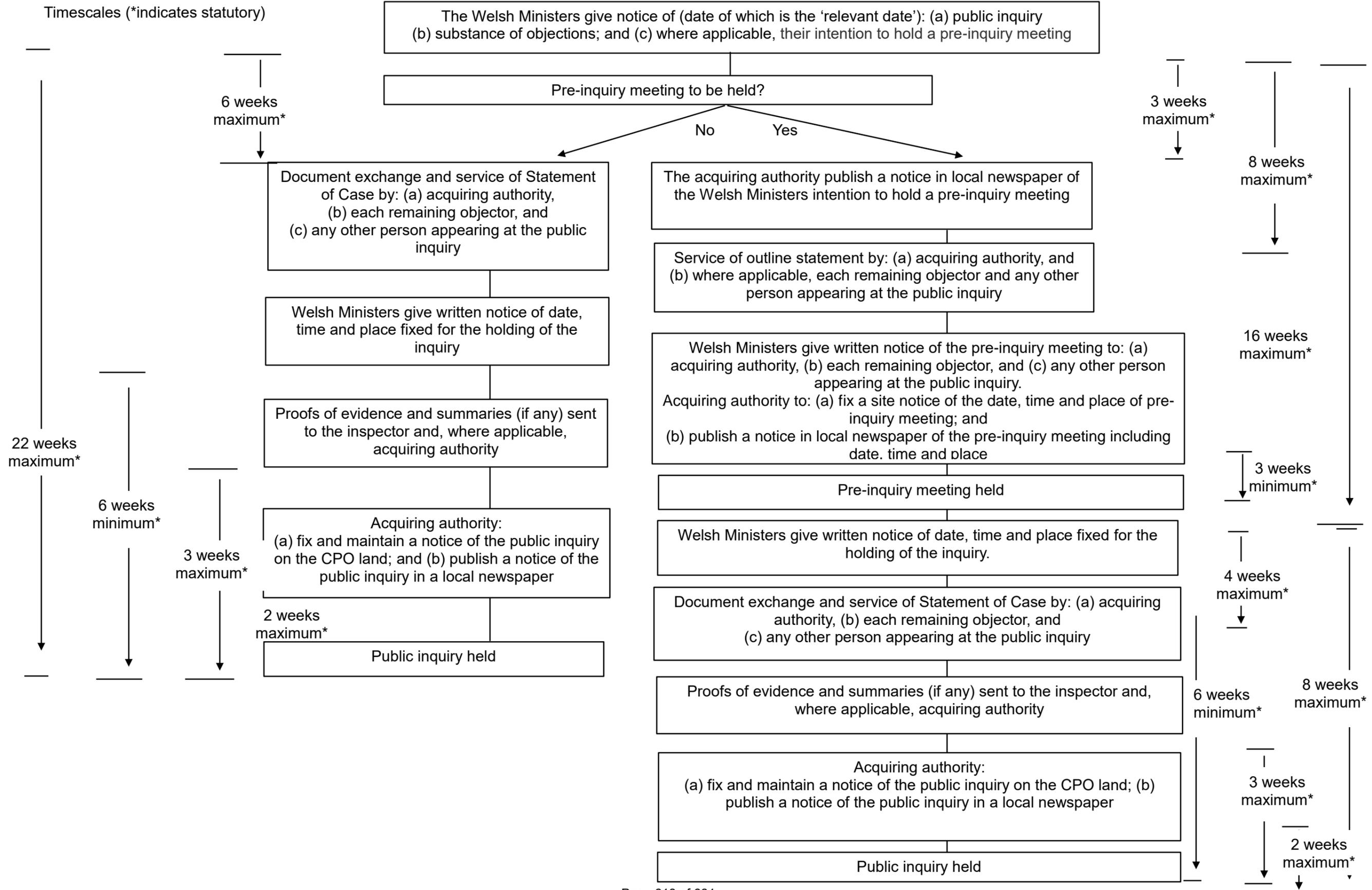
Consideration of CPO stage: Written representations procedure



Consideration of CPO stage: Written representations procedure (cont.)

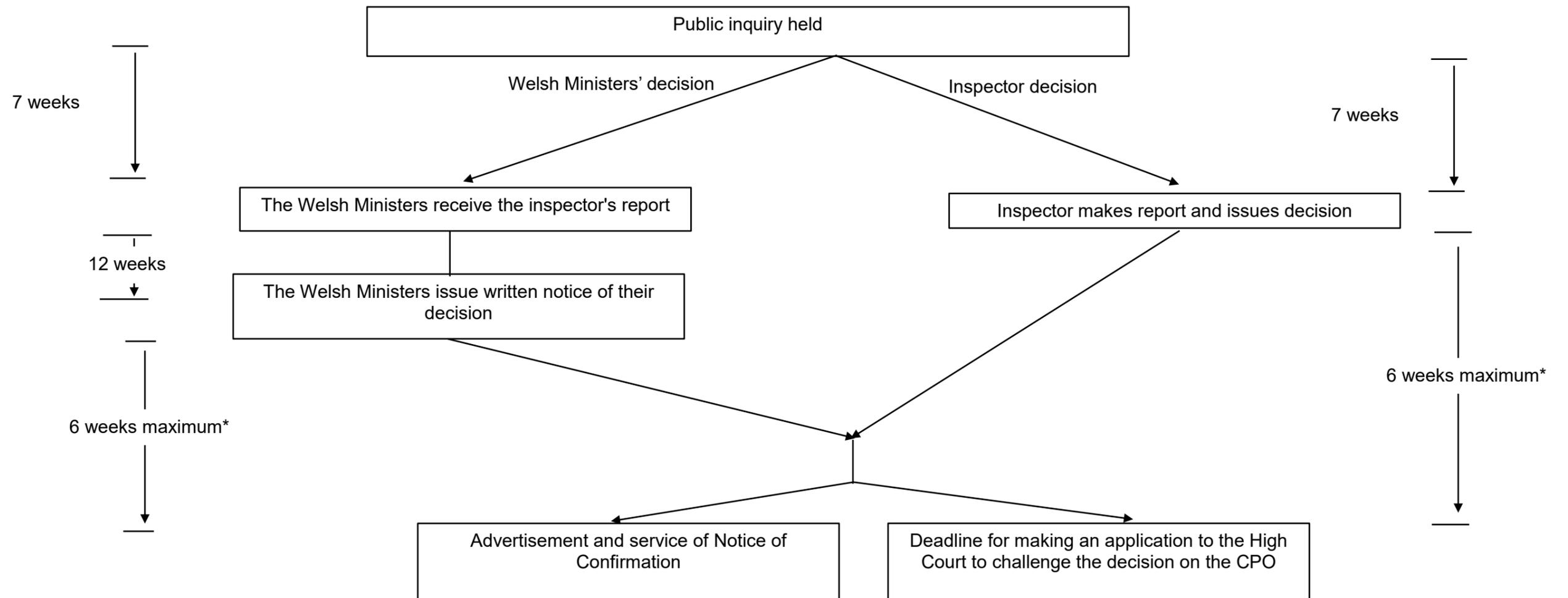


Consideration of CPO stage: Public inquiries procedure



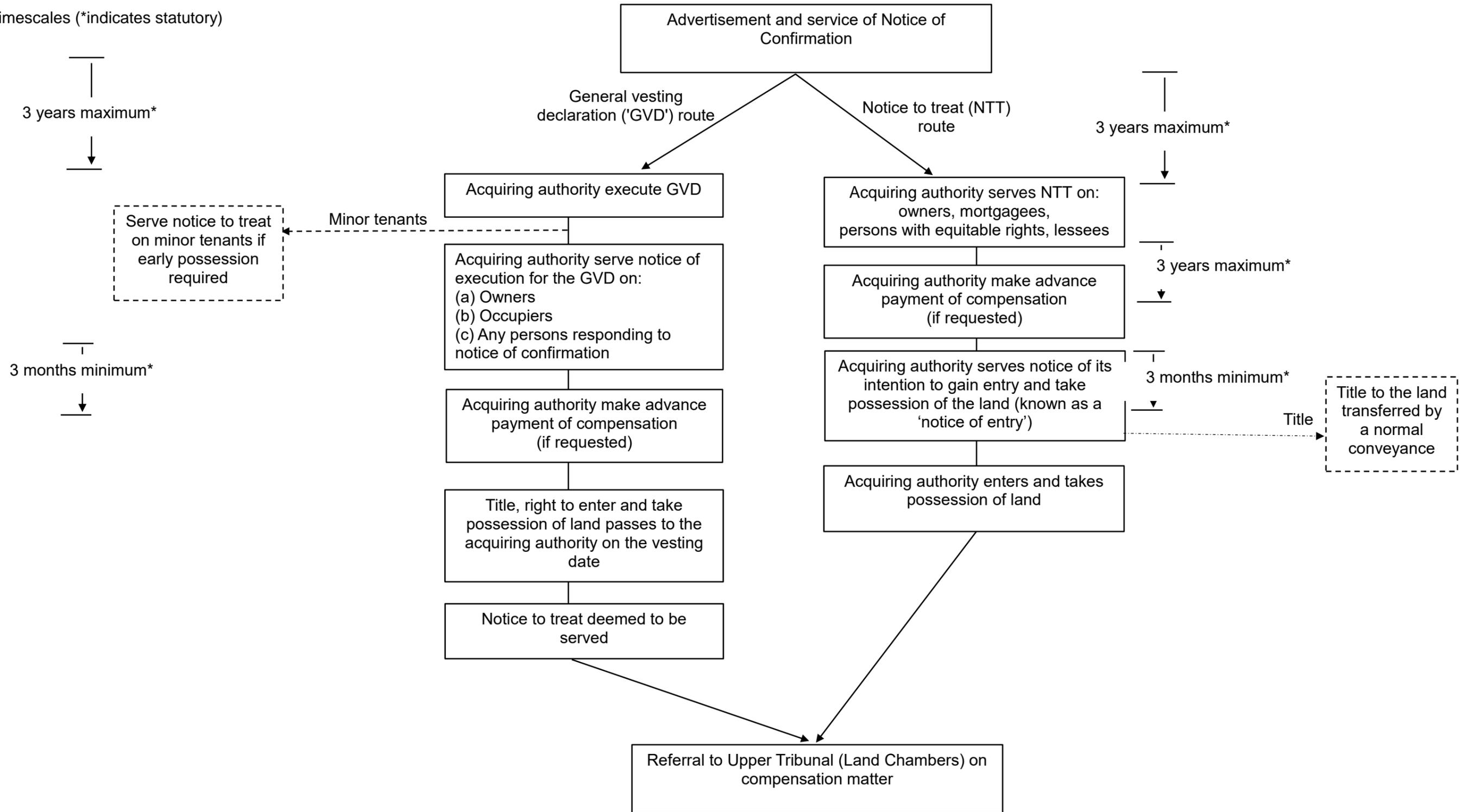
Consideration of CPO stage: Public inquiries procedure (cont.)

Timescales (\*indicates statutory)



Vesting and Taking Possession CPO Stage

Timescales (\*indicates statutory)



## Appendix 25 - CPO Activity Schedule Checklist (non-Ministerial CPO)

| Stage | CPO Activity  | Summary of Activity       |
|-------|---|---------------------------|
| 1     | <u>Pre CPO - Strategic Concept</u>  |                           |
| 1.1   | Carry out sift of possible sites  |                           |
|       | 1.1.1 Review – Economic, environmental, social (sustainability factors) associated with sites   |                           |
|       | 1.1.2 Review and consult the respective local communities   |                           |
|       | 1.1.3 Review - Planning (incl. spatial), technology, financial, legal (decisions on whether to proceed factors)   |                           |
|       | 1.1.4 Review - Stakeholders- e.g. Cadw (i.e. listed buildings), Natural Resources Wales (NRW) (i.e. environmental issues), Sport Wales (i.e. recreation issues)   |                           |
|       | 1.1.5 Review - Human resources and consultants (process and delivery requirements for potential CPO scheme)   |                           |
| 1.2   | Consider: Planning policies and proposals.  |                           |
|       | 1.2.1 Sustainability inputs (in particular Environmental Impact Assessments)  |                           |
|       | 1.2.1.1 Economic sustainability - impacts of/on global market   |                           |
|       |   | Carry out market analysis |
|       |   | Carry out demand study    |
|       | 1.2.1.2 Social sustainability - impacts on the immediate local community and wider community (regional/national)  |                           |
|       | 1.2.1.3 Environmental sustainability:<br>(a) Urban heritage;<br>(b) Rural heritage;<br>(c) Design;<br>(d) Climate factors - flooding, carbon neutral;<br>(e) Agriculture;<br>(f) Topography & land form;<br>(g) Landscape<br>(h) Ecology;<br>(i) Physical factors i.e. noise, air quality, vibration, contamination, discharge of any solid or liquid waste; artificial lighting;<br>(j) Opportunity to undertake a baseline study of physical factors. |                           |
| 1.3   | Consider: (a) land /interests needs and availability; and (2) technical assessments of land required to set parameters of potential CPO scheme  |                           |
| 1.4   | Consider the justification for making a CPO for each site   |                           |

|      |  |  |
|------|--|--|
| 1.5  | Assess total acquisition requirements and technical costs for each scheme /site  |  |
| 1.6  | Carry out a sustainability appraisal for each site based on a modified cost benefit analysis   |  |
| 1.7  | Identify preferred site for development scheme   |  |
| 1.8  | Assess planning and financial implications of acquisition  |  |
| 1.9  | Consider government assistance e.g. availability of loans or grants  |  |
| 1.10 | Undertake a detailed appraisal of the selected site based on 1.1 – 1.6 including a survey or valuation of proposed site ahead of acquiring the land by agreement or through compulsory purchase:<br>(a) give owner(s) or occupier(s) of land at least 14 days' notice before the first day on which the authority intends to enter the land;<br>(b) if the land is held by a statutory undertaker, and the undertaker objects to the proposed entry and survey or valuation on the basis it would be seriously detrimental to the carrying on its undertaking, written authorisation from the appropriate Minister is required |  |
| 1.11 | Review availability of resources   |  |
| 1.12 | Give initial consideration to terms of disposal and method of selecting a developer  |  |
| 1.13 | Hold discussions with developers, statutory undertakers, highway and water authorities   |  |
| 1.14 | Consider applying for outlined planning permission and any other required approvals  |  |
| 1.15 | Start to prepare development brief   |  |
| 1.16 | Choose / confirm preferred development partner (if required)   |  |
|      | 1.16.1   Agree joint venture terms (if required)   |  |
| 1.17 | Decide to commence acquisitions and prepare acquisition strategy, undertake pre-scheme negotiations  |  |
| 1.18 | Resource implications of the proposed scheme including securing approval of funding for CPO  |  |
| 1.19 | Council/Board approves scheme - deemed CPO approval in principle   |  |
| 2    | <u>CPO Preliminary Stage</u>   |  |
| 2.1  | Acquiring authority approval in principle (report to Cabinet/Board):<br>(a) To make a CPO (conditional);<br>(b) Approve funding;<br>(c) Joint venture in principle (if required)   |  |
| 2.2  | Appoint CPO claim negotiators if required  |  |
| 2.3  | Commence acquisition negotiations  |  |
| 2.4  | Consider prior negotiating rights  |  |
| 2.5  | Prepare draft list of owners and occupiers, if reasonable inquiries fail, obtain authority to dispense with individual   |  |

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|      | service or consider utilising statutory power for requisitions for information  |  |
| 2.6  | Land acquisition steering group appointed   |  |
| 2.7  | Negotiations with key occupiers   |  |
| 2.8  | Negotiate acquisition of all interests  |  |
| 2.9  | Terms agreed to proceed with completion   |  |
| 2.10 | Terms unlikely to be agreed – prepare for CPO   |  |
| 2.11 | Prepare map to accompany CPO  |  |
| 2.12 | Inform Local Land Charges Register of resolution to make CPO so it may be disclosed on local searches                           |  |
| 2.13 | Confirm all planning permissions required - notify planning authorities that sustainability assessments have been made          |  |
| 2.14 | If planning applied for or deemed - owners notified   |  |
| 2.15 | Approval to develop agreement to be sought  |  |
| 2.16 | Check none of the land falls into any special category land   |  |
| 2.17 | Arrangements for special category land e.g. commons, open space, statutory undertaker, National Trust                           |  |
| 2.18 | Check whether any building is listed, or list quality, subject to a building preservation notice or within a conservation area. |  |
| 2.19 | Land referencing exercise   |  |
| 2.20 | Requisitions sent out with an offer to negotiate  |  |
| 2.21 | Requisitions for information  |  |
| 2.22 | Requisitions received / requisitions received   |  |
| 2.23 | Apportion claimants to negotiations.  |  |
| 2.24 | Formulation and implementation of relocation strategy   |  |
| 2.25 | Complete CPO Schedule of owners and occupiers   |  |
| 2.26 | Undertake community consultation exercise   |  |
| 2.27 | Draft CPO Map   |  |
| 2.28 | Draft CPO and consider whether to submit it to Welsh Ministers for a technical pre-check  |  |
| 2.29 | Advice from the Welsh Ministers on technical pre-check of CPO   |  |
| 2.30 | Draft CPO Schedule  |  |
| 2.31 | Draft Statement of Reasons for making the CPO   |  |
| 2.32 | All planning and other permissions required obtained - reasonable prospect scheme will proceed.                                 |  |
| 2.33 | Approval to joint venture (if required)   |  |
| 2.34 | Partnership agreement signed  |  |
| 2.35 | Prepare multiple copies of CPO Maps   |  |

|      |   |               |
|------|---|---------------|
| 2.36 | Submission to Council/Board to approve:<br>(a) Make & seal CPO;<br>(b) Finance for CPO;<br>(c) Joint venture (if required)  |               |
| 2.37 | Council/board give approval to make and seal CPO and joint venture approval (if required)   |               |
| 2.38 | Make and seal CPO   |               |
| 2.39 | Seal two CPO Maps   |               |
| 3    | <u>CPO Submission (including Decision Where No Objections Remain) Stage</u>   |               |
| 3.1  | CPO made  |               |
| 3.2  | Register CPO as a Local Land Charge   |               |
| 3.3  | Arrange for public copies of CPO and CPO Map (to be on deposit for at least 21 days in some place in the locality and considering placing further copies in other places open to the public)  |               |
| 3.4  | Prepare all certificates in respect of special categories of land   |               |
| 3.5  | Prepare and submit all notices for owners/occupiers/local authorities/lessees etc.  | NOTICES       |
| 3.6  | Submission to the Welsh Ministers   | SUBMISSION    |
| 3.7  | Prepare and submit all press notices.   |               |
| 3.8  | Publication (at least one local newspaper for two successive weeks)   | ADVERTISEMENT |
| 3.9  | Closing date for objections (allow a minimum of 21 days for submission of objections)   | OBJECTIONS    |
| 3.10 | Negotiate with all land owners and occupiers  |               |
| 3.11 | <i>Where all objections negotiated away i.e. no objections remain</i><br>Welsh Ministers may either-<br>(a) make their decision and confirm the CPO, or<br>(b) give notice the acquiring authority may make the decision and confirm the CPO providing:<br>(i) the CPO land does not form part of land which has been acquired by statutory undertakers for the purposes of their undertaking; or<br>(ii) the CPO land does not form part of a common, open space or fuel or field garden allotment for the purposes of section 19 of the Acquisition of Land Act 1981;<br>(iii) the notice requirements have been complied with;<br>(iv) no objection has been made in relation to the proposed confirmation or that all objections have been withdrawn; and<br>(v) the CPO is capable of being confirmed without modification |               |

|      |  |                                     |
|------|--|-------------------------------------|
|      | <i>Where no objections remain and the CPO decision is delegated to an acquiring authority to make</i>  |                                     |
| 3.12 | Notify the Welsh Ministers as soon as reasonably practicable after the Council/Board has determined whether or not to confirm its own CPO  |                                     |
| 3.13 | Where the Council/Board confirms its own CPO, prepare and serve on each person who was served a notice under section 12 of the Acquisition of Land Act 1981:<br>(a) a Confirmation Notice i.e. Form 11 in the Compulsory Purchase of Land (Prescribed Forms) (National Assembly for Wales) Regulations 2004 ("2004 Regulations") (if following the General Vesting Declaration procedure, and before Notice to Treat, include: (i) a Statement of Effect of Parts 2 and 3 of the Compulsory Purchase (Vesting Declarations) Act 1981 in the Confirmation Notice i.e. Part 1 of Form 9A in the 2004 Regulations, and (ii) a form for the giving of information i.e. Part 2 of Form 9A in the 2004 Regulations),<br>(b) a copy of the CPO as confirmed | CONFIRMATION BY ACQUIRING AUTHORITY |
| 3.14 | Where the Council/Board confirms its own CPO, it must affix a Confirmation Notice to a conspicuous object or objects on or near the land comprised in the CPO which must:<br>(a) be addressed to persons occupying or having an interest in the land;<br>(b) be kept in place until the expiry of a period of six weeks beginning with the date when the order becomes operative (i.e. the date on which the confirmation notice is first published)   |                                     |
| 3.15 | Where the Council/Board confirms its own CPO, prepare and publish a Confirmation Notice in one or more local newspapers circulating in the locality in which the land comprised in the CPO is situated.  |                                     |
| 3.16 | Where the Council/Board confirms its own CPO, comply with 3.14 and 3.16 within 6 weeks of the day on which the CPO is confirmed, or any longer period agreed with the Welsh Ministers  |                                     |
| 3.17 | Where the Council/Board confirms its own CPO, place a copy of the CPO and CPO Map on deposit for at least 21 days  |                                     |
| 3.18 | Where the Council/Board confirms its own CPO, send the Confirmation Notice to the Chief Land Registrar for it to be registered as a Local Land Charge  |                                     |
| 3.19 | Where the Council/Board confirms its own CPO, go to Stage 5.8 below  |                                     |

|       |   |                         |
|-------|---|-------------------------|
|       | <i>Where objections to the CPO remain</i>   |                         |
| 3.20  | Inspector appointed   |                         |
| 3.21  | The Welsh Ministers issue consent form to remaining objectors to use written representation procedure   |                         |
| 3.22  | Deadline for remaining objectors to return consent form, if consent form:<br>(a) is returned by at least one remaining objector, a public inquiry will be held, or<br>(b) if not returned by all remaining objectors, written representation procedure will be followed |                         |
| 3.23  | Re-confirm planning status of the land and whether there is a likely prospect that the scheme underlying the CPO will proceed (deliverability)  |                         |
| 4a    | <u>Written Representations Stage</u>  | WRITTEN REPRESENTATIONS |
| 4a.1  | If no consent form is returned (see 3.22 above), the Welsh Ministers will issue a notice containing a start date for the written representations procedure  |                         |
| 4a.2  | Provide the Welsh Ministers with any statements served with notice under section 12 of the Acquisition of Land Act 1981.  |                         |
| 4a.3  | The Welsh Ministers to provide a copy of remaining objectors' objections for comment  |                         |
| 4a.4  | Provide the Welsh Ministers with further representations on remaining objectors' objections   | PREPARE EVIDENCE        |
| 4a.5  | The Welsh Ministers to provide a copy of any third party representations for comment  |                         |
| 4a.6  | Request the inspector undertakes a site visit (optional) (remaining objectors may also make a request)  |                         |
| 4a.7  | Remaining objectors to make further representations on acquiring authority's further representations  |                         |
| 4a.8  | Provide the Welsh Ministers with representations on third party representations   | PREPARE EVIDENCE        |
| 4a.9  | Welsh Ministers to provide a copy of remaining objectors' further representations for comment   |                         |
| 4a.10 | Provide Welsh Ministers with representations on remaining objectors' further representations  | PREPARE EVIDENCE        |
| 4a.11 | Site visit undertaken by inspector  |                         |
| 4a.12 | <i>Welsh Ministers' Decision</i>  |                         |
|       | 4a.12.1 Inspector's report received by the Welsh Ministers  |                         |
|       | <i>Inspector's Decision</i>   |                         |
|       | 4a.12.2 Inspector's report prepared by inspector  |                         |

|       |   |                  |
|-------|---|------------------|
| 4b    | <u>Public Inquiry Stage</u>   | PUBLIC INQUIRY   |
| 4b.1  | If consent form returned (see 3.22 above), public inquiry will be held and the Welsh Ministers will issue a notice of public inquiry ("relevant notice"). the date of the Welsh Ministers notice is the "relevant date"   |                  |
| 4b.2  | <i>Pre-inquiry: Where Welsh Ministers/Inspector cause one to be held</i>  |                  |
|       | 4b.2.1 The Welsh Ministers must give with relevant notice (4b.1) notice of intention to hold pre-inquiry meeting.   |                  |
|       | 4b.2.2 Publish a notice in local newspaper of the Welsh Ministers intention to hold a pre-inquiry meeting   |                  |
|       | 4b.2.3 Prepare and serve outline statement on each remaining objector and the Welsh Ministers   |                  |
|       | 4b.2.4 The Welsh Ministers to give notice of pre-inquiry meeting  |                  |
|       | 4b.2.5 Fix a site notice of the date, time and place of pre-inquiry meeting; and publish a notice in local newspaper of the pre-inquiry meeting including date, time and place  |                  |
| 4b.3  | Pre-inquiry meeting held  |                  |
|       | <i>No pre-inquiry/post pre-inquiry meeting</i>  |                  |
| 4b.4  | First draft of Statement of Case  | PREPARE EVIDENCE |
| 4b.5  | Serve Statement of Case on the Welsh Ministers and each remaining objector  |                  |
| 4b.6  | Provide access to statements and documents: If every document, or the relevant part of every document, intended to refer to or put in evidence at the inquiry has not been copied to each remaining objector, serve on each remaining objector a notice naming each place where a copy of the documents may be inspected free of charge |                  |
| 4b.7  | The Welsh Ministers to supply a copy of Statement of Case to interested persons   |                  |
| 4b.8  | Provide access to statements and documents for inspection by any interested person  |                  |
| 4b.9  | Receive objectors' Statement of Case  |                  |
| 4b.10 | Prepare counter submissions.  | PREPARE EVIDENCE |
| 4b.11 | The Welsh Ministers give written notice of public inquiry - date, time and place.   |                  |

|       |   |   |               |
|-------|---|---|---------------|
| 4b.12 | Prepare notices of the public inquiry which must contain a statement indicating:<br>(i) the date, time and place of the public inquiry,<br>(ii) the powers under which the CPO has been made;<br>and<br>(iii) a description of the land sufficient to identify its approximate location without reference to the map referred to in the CPO |   |               |
| 4b.13 | <i>Public notice of public inquiry</i>  |   | NOTICE        |
|       | 4b.13.1   | Fix and maintains notice of the public inquiry: (a) in a conspicuous place in proximity to the CPO land; and (b) at least one place where public notices are usually posted   |               |
|       | 4b.13.2   | Publish notice of the public inquiry in a local newspaper   |               |
|       | 4b.13.3   | Where the name or address of any owner, lessee, tenant or occupier of the land on whom notice is to be served cannot be ascertained after reasonable inquiry serve notice of the public inquiry by addressing it to them by the description of "owner", "lessee", "tenant" or "occupier" of the land (describing it) and by delivering it to some person on the land or if there is no person on the land to whom it may be delivered, leaving it or a copy of it on or near the land |               |
| 4b.14 | Continue to negotiate away objections   |   |               |
| 4b.15 | Set-up alternative dispute resolution technique procedures  |   |               |
| 4b.16 | Continue to acquire by agreement (depending on progress at public inquiry).   |   |               |
| 4b.17 | Inspector undertakes accompanied site visit (during or after the public inquiry closes)   |   |               |
| 4b.18 | Public inquiry closes   |   |               |
|       | <i>The Welsh Ministers' Decision</i>  |   |               |
| 4b.19 | 4b.19.1   | Inspectors report received by the Welsh Ministers.  |               |
|       | <i>Inspector's Decision</i>   |   |               |
|       | 4b.19.3   | Inspector's Report prepared by inspector  |               |
| 5     | <u>Decision Stage</u>   |   |               |
| 5.1   | <i>Certification: CPO Involving Special Categories of Land</i><br>Additional certification by the Welsh Ministers is required before the CPO can be confirmed and becomes operative   |   | CERTIFICATION |

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|     | 5.1.1   | Statutory Undertakers' Land: Certification required from the Welsh Ministers so the land can be included in the CPO  |   |
|     | 5.1.2   | Commons, Open Spaces etc: Certification required from the Welsh Ministers so the CPO avoids additional scrutiny through special Senedd procedure   |   |
|     | 5.1.3   | Where the Welsh Ministers propose to give a certificate under stage 5.1, prepare notice of the Welsh Ministers intention to issue certificate  |   |
|     | 5.1.4   | The Welsh Ministers may, after considering any representations and objections made and, if a public inquiry has been held, give the certificate  |   |
|     | 5.1.5   | As soon as may be after the giving of a certificate, publish in one or more local newspapers circulating in the locality in which the CPO land is situated a notice (Form 12 in Compulsory Purchase of Land (Prescribed Forms) (National Assembly for Wales) Regulations 2004) stating that the certificate has been given |   |
|     | 5.1.6   | A certificate becomes operative on the date on which notice of the giving of the certificate (Form 12) is first published in the newspaper   |   |
| 5.2 | <i>Issuing of Decision</i><br>The Welsh Ministers/Inspector issue decision to confirm/modify/refuse CPO   |  | DECISION BY<br>WELSH<br>MINISTERS OR<br>INSPECTOR |
|     | <i>Confirmed CPO</i>  |  |   |
| 5.3 | Prepare and serve on each person who was served a notice under section 12 of the Acquisition of Land Act 1981:<br>(a) a Confirmation Notice i.e. Form 10 in the Compulsory Purchase of Land (Prescribed Forms) (National Assembly for Wales) Regulations 2004 ("2004 Regulations") (if following the General Vesting Declaration procedure, and before Notice to Treat, include: (a) a Statement of Effect of Parts 2 and 3 of the Compulsory Purchase (Vesting Declarations) Act 1981 in the confirmation notice i.e. Part 1 of Form 9A in the 2004 Regulations, and (b) a form for the giving of information i.e. Part 2 of Form 9A in the 2004 Regulations), and<br>(b) a copy of the CPO as confirmed |  |   |

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| 5.4 | Fix a Confirmation Notice to a conspicuous object or objects on or near the land comprised in the CPO which must:<br>(a) be addressed to persons occupying or having an interest in the land;<br>(b) be kept in place until the expiry of a period of six weeks beginning with the date when the order becomes operative* (i.e. the date on which the Confirmation Notice is first published)<br><br>[Unless a CPO involves certain special categories of land and is subject to special Senedd procedure/special parliamentary procedure <sup>70</sup> ] |            |
| 5.5 | Prepare and publish a Confirmation Notice in one or more local newspapers circulating in the locality in which the land comprised in the CPO is situated  |            |
| 5.6 | Comply with stages 5.3, 5.4 and 5.5 within 6 weeks of the day on which the CPO is confirmed, or any longer period agreed with the Welsh Ministers   |            |
| 5.7 | Place a copy of the CPO and CPO Map on deposit for at least 21 days   |            |
| 5.8 | Send the Confirmation Notice to the Chief Land Registrar for registration as a Local Land Charge  |            |
| 6.0 | <u>Once CPO Operative (i.e. Confirmation Notice Published)</u>  |            |
|     | 6.0.1 Disposal of site to preferred development partner (where applicable)  |            |
|     | 6.0.2 Objections to the decision: Judicial Review?  | OBJECTIONS |
|     | 6.0.3 Preferred development partner reimburse compensation payment  |            |
|     | 6.0.4 Judicial Review decision confirmation   |            |
|     | 6.0.5 Preferred development partner reimburse costs for undertaking the CPO   |            |
|     | 6.0.6 Final adjustment of joint venture accounts - reconciliation   |            |
| 6.1 | <i>Taking possession/entry - Notice to Treat Route</i>  |            |
|     | 6.1.1 Give Notice to Treat (NTT) to all persons interested in, or having power to sell and convey or release, the land: NTT must:<br>· describe the land to which it relates,<br>· demand particulars of the interest in the land,<br>· demand particulars of the compensation claim of the recipient, and<br>· state the Council/Board is willing to treat for the purchase of the land and for  |            |

<sup>70</sup> In the case of the compulsory purchase of National Trust land, the CPO will be subject to both special Senedd procedure/special parliamentary procedure

|  |       |   |  |
|--|-------|---|--|
|  |       | compensation for any damage caused by the execution of the works<br>(Possession cannot be taken until the 'notice of entry' has been served and the minimum period specified in the notice has expired; title to the land is transferred by a normal conveyance)  |  |
|  | 6.1.2 | NTT may not be served after the end of the period of three years beginning with the date on which the CPO becomes operative (i.e. date of Confirmation Notice)  |  |
|  | 6.1.3 | Possession for entry ("Notice of Entry"):<br>Serve notice of intention to gain entry and take possession of the land via Notice of Entry  |  |
|  | 6.1.4 | Notice of entry to specify the period after which the Council/Board may enter on and take possession of the land (period will be not less than 3 months beginning with the date of service of the Notice of Entry)  |  |
|  | 6.1.5 | Stage 6.1.1 (serving of NTT) can be done at the same time as stage 6.1.3 (serving the Notice of Entry), a Notice of Entry cannot be served after a NTT has ceased to be effective   |  |
|  | 6.1.6 | <i>Newly identified persons i.e. an owner, lessee or occupier</i><br>Where a Notice of Entry has been served but entry on and possession of land has not taken place, entry on and taking possession of land may not happen unless a NTT and notice of entry is served on the newly identified person   |  |
|  | 6.1.7 | <i>Counter-notice requiring possession to be taken on specified date</i><br>Occupiers with an interest in land who have been served notice to entry may serve a Counter-Notice on the Council/Board requiring it to take possession of the land by no later than a date specified in the Counter-Notice, the date in Counter-Notice must:<br>(a) not be earlier than the date specified in the Notice of Entry; and<br>(b) be at least 28 days after the day on which the Counter-Notice is served. |  |

|     |  |   |  |
|-----|--|---|--|
| 6.2 | <i>Taking possession /entry: General Vesting Declaration route</i> |   |  |
|     | 6.2.1  | A General Vesting Declaration (GVD) (Form 1 in the Compulsory Purchase of Land (Vesting Declarations) (Wales) Regulations 2017) may be executed to vest in the Council/Board the right to enter, take possession, and title of the CPO land from the end of a period, being not less than 3 months, from the date on which the service of notices specifying the land and stating the effect of the declaration (Form 2 in the Compulsory Purchase of Land (Vesting Declarations) (Wales) Regulations 2017) is completed.   |  |
|     | 6.2.2  | A GVD may not be executed after the end of the period of three years beginning with the day on which the CPO becomes operative or where a NTT has been served.  |  |
|     | 6.2.3  | After executing the GVD, serve the notice specifying the land and stating the effect of the declaration (i.e. Form 2 in the Compulsory Purchase of Land (Vesting Declarations) (Wales) Regulations 2017) on:<br>(a) every occupier of any part of the land specified in the declaration (other than land in which there subsists a minor tenancy or a long tenancy which is about to expire), and<br>(b) any other person who has given information in response to the notice of intention (i.e. confirmation notice under section 15 of, or paragraph 6 of Schedule 1 to, the Acquisition of Land Act 1981 Act).<br>(On the vesting date NTT is deemed to have been served). |  |
|     | 6.2.4  | <i>Counter-Notice Requiring Purchase of Additional Land Under General Vesting Declaration</i><br>Where GVD has been executed in respect of part only of a house, building or factory, the owner of the house, building or factory may serve a Counter-Notice requiring the purchase of the whole of the owner's interest.<br>A Counter-Notice be served before the end of the period of 28 days beginning with the day the owner first had knowledge of the GVD   |  |

|     |  |   |                                      |
|-----|--|---|--------------------------------------|
| 6.3 | <i>Minor tenancies and long tenancies which are about to expire</i>      |   |                                      |
|     | 6.3.1  | <p>The vesting of any superior title in land will be subject to minor tenancies or long tenancies which are about to expire until they expire or are determined by notice to quit. Therefore, a GVD will not be effective as the right of entry, and thus the obligation to pay compensation, does not apply. If early possession is required serve a notice to treat and notice of entry i.e.</p> <ul style="list-style-type: none"> <li>• after serving a NTT in respect of that tenancy, the acquiring authority can serve on every occupier of the land in which the tenancy subsists a notice stating that, at the end of a period of at least 3 months from the date on which the notice is served, they intend to enter upon and take possession of such land as is specified in the notice, and that period has expired.</li> </ul> |                                      |
|     | 6.3.2  | NTT may be served on any tenant, whatever the length of the term, although it need not be served on any tenant who has an interest no greater than a year or from a year to year as special compensation provisions apply.  |                                      |
| 6.4 | Enter land   |   | POSSESSION                           |
| 6.5 | Negotiate for compensation with land owners and other interested parties |   | NEGOTIATE<br>COMPENSATION            |
| 6.6 | Make advance compensation payment (where applicable)                     |   |                                      |
| 6.7 | Implement alternative dispute resolution technique procedure             |   | ALTERNATIVE<br>DISPUTE<br>RESOLUTION |
| 6.8 | Dispute on compensation referred to Upper Tribunal (Lands Chamber)       |   | UPPER TRIBUNAL<br>(LANDS<br>CHAMBER) |

## Appendix 26 - CPO Objector Tracker Schedule

| 1. Remaining Objectors' Objections to the Compulsory Purchase Order |          |                   |                    |  |               |   |   |  |   |
|---|----------|-------------------|--------------------|--|---------------|---|---|--|---|
| Objector No   | Plot No  | Date Received     | Name               | Name of Agent and address                                  | Objection No. | Objection   | Acquiring Authority's Response to Objection   | Notes  | State of Negotiations and Date of Last Update   |
| <i>Eg.1</i>   | <i>1</i> | <i>01.01.2020</i> | <i>ABC Limited</i> | <i>Land Agent, 1 Hilltop Cwm County Abervalley AB1 2CD</i> | <i>1</i>      | <i>The CPO is unlawful as it would interfere with their property rights in contravention of the Human Rights Act 1998</i> | <i>It is considered compulsory purchase action will not constitute an unlawful interference with individual rights as:<br/>(a) the CPO is made in accordance with the provisions of national legislation;<br/>(b) the CPO is necessary in the public interest;<br/>(c) the opportunity has been given through the</i> | <i>Negotiations have been successful at addressing this objection.</i> | <i>Negotiations have been completed and objection has been withdrawn (01.04.2020)</i> |

|  |  |  |  |  |  |  |   |  |  |
|--|--|--|--|--|--|--|---|--|--|
|  |  |  |  |  |  |  | <p><i>development plan process of the Local Planning Authority to make representations on the planning policies which support the development and, through the planning application process, to make representations on the specific development proposals;</i></p> <p><i>(d) the opportunity will be available to make further representations and appear and have a fair hearing of those</i></p> |  |  |
|--|--|--|--|--|--|--|---|--|--|

|   |  |  |  |  |  |  |  |  |  |
|---|--|--|--|--|--|--|--|--|--|
|   |  |  |  |  |  |  | <p><i>representation at a public inquiry in respect of the CPO; and</i></p> <p><i>(e) those directly affected by the CPO, if confirmed, will be entitled to compensation as provided under national law.</i></p> <p><i>It is considered these factors, taken as a whole, satisfy the principles of protection of human rights.</i></p> |  |  |
| <b>2. General Objections to the Compulsory Purchase Order</b> |  |  |  |  |  |  |  |  |  |
| (1)   |  |  |  |  |  |  |  |  |  |
| (2)   |  |  |  |  |  |  |  |  |  |
| (3)   |  |  |  |  |  |  |  |  |  |