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Our Reference:
MTH/41762/162
Your Reference:

Date: 28 July 2021

The Secretary of State for Transport
C/o Transport Infrastructure Planning Unit
Department for Transport
Great Minster House
33 Horseferry Road
London SW1P 4DR

By Post and email

Email: transportinfrastructure@dft.gov.uk

Dear Sirs

Subject: Network Rail (Cambridge South Infrastructure Enhancements) Order

Transport and Works Act 1992 (the Act)

The Transport and Works (Applications and Objections Procedure) (England and Wales) Rules 2006 (the Rules)

We refer to your letter, notice pursuant to Rule 15 of the Rules and enclosures of 17 June 2021 relating to the draft Network Rail (Cambridge South Infrastructure Enhancements) Order (the Order). Network Rail Infrastructure Limited (Network Rail) has applied to the Secretary of State for Transport under Section 6 of the Act for the above mentioned Order under Sections 1 and 5 of that Act.

The draft Order makes provision for the compulsory acquisition of land, temporary use of land, acquisition of new rights and extinguishment of rights (including private rights over Dukes No.2 and Websters level crossings) to facilitate the construction and delivery of a new station in south Cambridgeshire adjacent to the Cambridge Biomedical Campus, together with track widening and improvements (the Scheme).

We are instructed by Saba Infra Cambridgeshire Limited (Saba) of Second Floor, Building 4, Croxley Park, Hatters Lane, Watford WD18 8YF which (as detailed below) benefits from rights over land which is listed in the Schedule to the Order (the land).

Saba operates a significant multi storey car parking facility at the Cambridge Biomedical Campus (the Hospital) where the car park is located (MSCP). Saba is the tenant and occupier of the site of the MSCP pursuant to a lease dated 28 August 2014 granted by Cambridge University Hospitals NHS Foundation Trust, for a term of 30 years beginning 1 June 2014 (the Lease). In addition to various other rights granted pursuant to the Lease, Saba benefits from rights of access over roads leading to and from the MSCP, part of which comprises part of the land required for the Scheme. The MSCP provides 1,228 spaces for parking cars out of a total of 5761 car parking spaces at the Hospital. The Scheme impacts on Saba's rights over the land to the MSCP as granted by the Lease.

In its capacity as tenant of the Lease which grants Saba rights over the land which is subject to compulsory purchase in the draft Order, Saba objects to the Order. Saba does not consent to the written representation procedure and request that the Secretary of State hold a Public Inquiry.

Saba's grounds of objection are as follows:

1. The impact on traffic flows and volumes on the MSCP have not been adequately considered. The traffic report (NR16 Environmental Statement at Volume 1 Non Technical Summary Report at Chapter 19 Transport, Volume 2 Main Environmental Statement at Chapter 17 Transport, and Volume 3 Appendices and Figures at Appendices 17.1 Transport Figure and 17.2 Transport Assessment) contain no significant data having regard to or in relation to the Scheme's impact on the MSCP. In implementing the Scheme it is of critical importance that an adequate traffic survey be conducted for review and agreement by Saba, and that Network Rail have all due regard to the results of such a survey.
2. Network Rail have at no time sought to engage and consult with Saba in relation to mitigation of the impacts of the Scheme. In that regard:
 - a. protective provisions need to be put in place to mitigate the effects of the Scheme on the operation of the MSCP;
 - b. measures are needed to protect Saba's access rights to the MSCP as impacted by the change in traffic volumes and traffic flows; and
 - c. measures are needed to protect users access route to, and awareness of, the location of the MSCP as impacted by the changed traffic volumes and traffic flows.

The road network must allow for continued vehicular and pedestrian access to the MSCP. Where necessary then Network Rail should provide for any required accommodation works.

3. Due to the failure of Network Rail to engage and consult with Saba the following points have failed to be considered:
 - a. Short Term Impact- disruption on the road network will make it more difficult for users to get to the MSCP; and
 - b. Long Term Impact- impact on the investment value of the MSCP as user numbers fall.

Network Rail need to consult with Saba in relation to both short and longer term impacts, financial or otherwise.

4. In addition, by its failure to consult with Saba, Network Rail have not demonstrated reasonable attempts to acquire the land by agreement. There has been no direct contact consultation from Network Rail with Saba throughout this process to date. As the tenant, occupier and operator of one of the Hospital's main parking facilities Network Rail should have consulted with Saba in relation to traffic data and forecast volumes and traffic flows as they relate to the MSCP. As a result of this lack of consultation, no mitigation or compensation or any associated Heads of Terms of any kind have been proposed by Network Rail in order to mitigate the impact of the Scheme on Saba and the MSCP, either in the short term or in the longer term. The view that Saba is left with is that the Scheme has been proposed before it was ready.
5. Heads of Terms to be agreed will need to provide the outline for the negotiation and completion of suitable legal documents providing the necessary protection, compensation and accommodation works for Saba. The Order should not be confirmed until these matters have been properly addressed and the relevant documents have been completed so as to mitigate the effects on the MSCP and Saba.

The address for correspondence relating to these objections and representations is Mark Howard and Sarah Phillips, both of Michelmores LLP, Woodwater House, Pynes Hill, Exeter EX2 5WR.

Please acknowledge receipt of this objection.

Yours faithfully

A handwritten signature in black ink that reads "Michelmores LLP". The script is cursive and fluid, with the letters connected. The "M" is large and prominent, and the "LLP" is written in a similar style.

MICHELMORES LLP

Mark Howard (mark.howard@michelmores.com)

Sarah Phillips (sarah.phillips@michelmores.com)