

TRANSPORT AND WORKS ACT 1992
TRANSPORT AND WORKS (INQUIRIES PROCEDURE) RULES 2004
THE NETWORK RAIL (STALYBRIDGE TO DIGGLE (SADDLEWORTH)) ORDER

Proof of Evidence

-of-

Katie Hallam MRICS

Canal & River Trust

LIST OF APPENDICES

OBJ211/KH/1a-1c	Notices received by the Trust between 10th and 13th November 2025 relating to the Order scheme.
OBJ211/KH/2	Minutes from meeting dated 18 October 2024
OBJ211/KH/3	Photographs taken by Katie Hallam on 30 April 2026
OBJ211/KH/4	First Land Intervention Spreadsheet
OBJ211/KH/5	Second Land Intervention Spreadsheet
OBJ211/KH/6	Email from Eversheds Sutherland LLP dated 9 April 2026
OBJ211/KH/7	Schedule of Order plots in which the Trust has an interest

INTRODUCTION

1. Qualifications and Experience

1.1. My name is Katie Hallam. I am an Estates Surveyor for the Canal & River Trust (the **Trust**). I have a first-class Bachelor of Science (Honours) degree in Estate Management from Northumbria University, and I have been a Member of the Royal Institution of Chartered Surveyors since 2014. I have worked at the Trust for the past 12 months. Prior to that, I have held a variety of surveying roles at organisations including the Environment Agency and Valuation Office Agency.

2. SCOPE OF EVIDENCE

2.1. I have been asked to present evidence in respect of the Trust's position in relation to the compulsory acquisition of its land and interests in relation to the proposed Network Rail (Stalybridge to Diggle (Saddleworth) Enhancements) Order (**Order**) an application for which has been made by Network Rail Infrastructure Limited (the **Applicant**).

2.2. The Order scheme referred to in this evidence is that part of the wider Transpennine Route Upgrade for which authorisation is sought under the Order, including electrification of the railway line between Stalybridge and Diggle (Saddleworth), elements of which engage the Trust's assets.

2.3. I have been aware of the Order scheme since receipt of Notices of Application under the Transport and Works Act 1992 (**Notices**) (**OBJ211/KH/1a-1c**), dated 7 November 2025, and I have since attended various meetings and discussions with the Applicant and its representatives in relation to the Order scheme.

2.4. I will provide evidence on the Trust's objection to the principle of compulsory acquisition of its interests when the Trust has been clear that the relevant land and interests could be acquired by agreement.

2.5. The following Trust witnesses are referred to within this proof of evidence and will be providing separate proofs of evidence to the Inquiry:

- Tim Bettany-Simmons, Senior Planner – Major Projects & Infrastructure (**OBJ211/TBS/1**)
- Seán McGinley, Director, Yorkshire & North East (**OBJ211/SM/1**)

- Peter Simpson – Principal Engineer (Tunnels & Culverts) Canal & River Trust (**OBJ211/PS/1**)
- Stuart Catterall – Principal Engineer, North West & Yorkshire North East Regions Canal & River Trust (**OBJ211/SC/1**)

2.6. The Trust does not have an in principle objection to the Order scheme but remains concerned that if the Order were made as currently drafted without amendment it would interfere with the Trust's ability to carry out its duties, as I will detail further below. The Trust's primary concerns are operational and relate to the on-going management of its waterways. The Trust's representative, Seán McGinley (**OBJ211/SM/1**) will give evidence on the operational requirements of the Trust and the role the Trust's Infrastructure Services team play in facilitating third party works on Trust land.

2.7. I inspected the plots that Network Rail wishes to acquire permanently or possess temporarily on 30 April 2026 and include a schedule of photographs for general reference (**OBJ211/KH/3**).

3. EVIDENCE OVERVIEW

This evidence outlines the Trust's objection to the principle of compulsory acquisition of its interests and how it considers that the Applicant has made insufficient effort to acquire land and rights by agreement.

4. EVIDENCE

4.1. Whilst being mindful that the evidence of Tim Bettany-Simmons (**OBJ211/TBS/1**) discusses the role of the Trust in more detail, I would like to begin by addressing the Trust's position as a landholder. In that context, it is important to note that the Trust has a number of duties in respect of its infrastructure. These duties arise under a trust settlement deed made between the Trust and the Secretary of State for Environment, Food and Rural Affairs on 28 June 2012. Under that deed, the Trust is required to operate and manage the waterways and towpaths for public use and enjoyment. The Trust is concerned that the proposed Order scheme will impact on its ability to carry out these obligations.

4.2. The Trust's duties, and the 200-year-old waterway infrastructure it manages makes the Trust's position as a landholder unique. The infrastructure for which it has responsibility is very different from ordinary land or buildings. As a man-made

waterway network for public use, it requires proactive, finely tuned and constant management. Considering compulsory acquisition, in a hypothetical scenario: if a farmer loses a field to compulsory purchase, it is usually possible to buy another, similar, field. Similarly, if a business has to move, it can normally find suitable alternative premises. The canal network is different; it is a fixed, historic, feature of the landscape and cannot simply be moved or replaced.

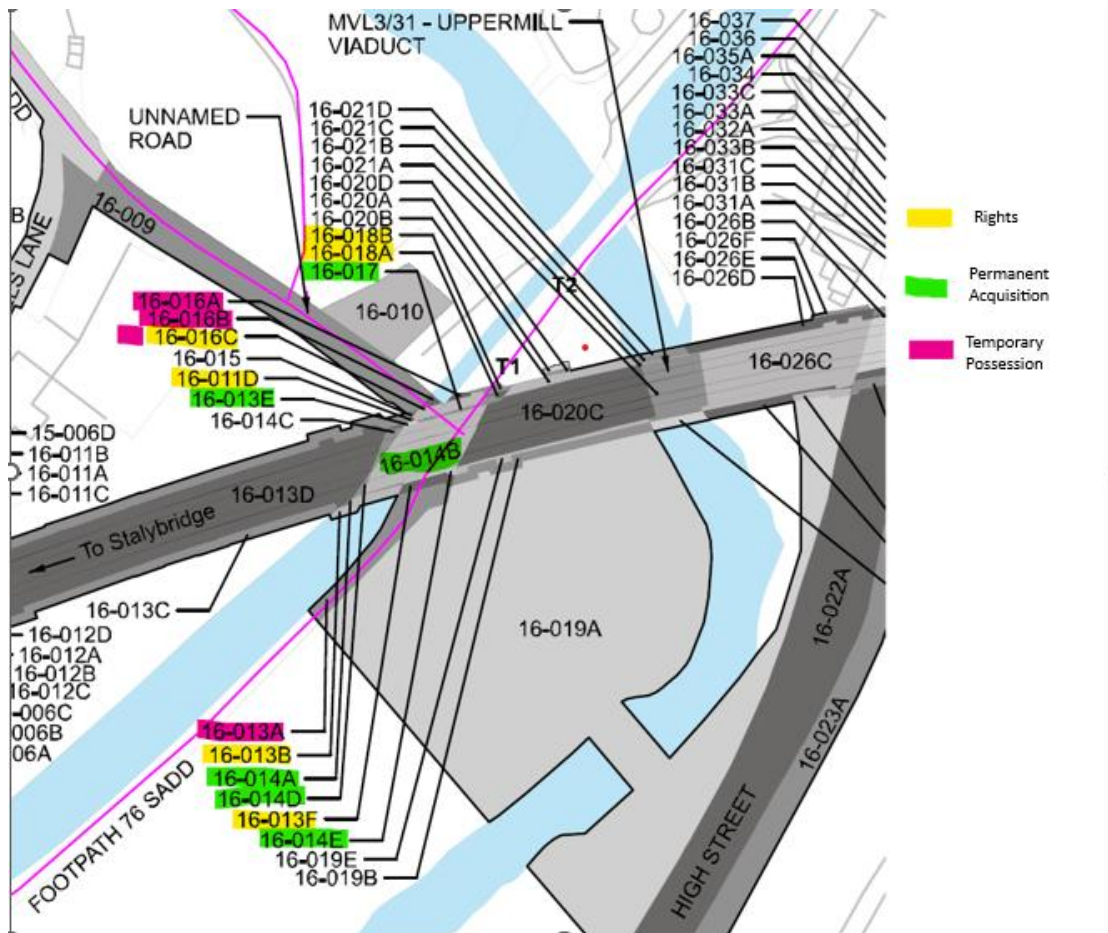
- 4.3. To ensure that the canal network can continue to operate and be used by the public for leisure and commercial purposes, it must be protected. Safeguards are therefore needed to make sure that the Order scheme does not permanently damage the Trust's infrastructure or affect the Trust's ability to carry out its duties.

Interface(s) of the Order scheme with Trust assets

- 4.4. I will address the interaction of the Order scheme with the Trust's landholding(s) by grouping the relevant plots as listed in the book of reference (NR08) and deposited plans (NR09) to the three areas listed below. (Please note that a schedule of all plots in which the Trust has an interest, and a note of the powers to which they are subject in the draft Order is appended to this evidence at **OBJ211-KH-7.**)

4.5. Uppermill Viaduct

- 4.5.1. Trust interests in this area are as shown on Fig 1 below:



4.5.2. From discussions with Network Rail, I understand that permanent acquisition of land and rights sought around the Upper Mill Viaduct is to facilitate the installation of overhead line equipment in the airspace around the viaduct and to enforce an electrical safety exclusion zone around that equipment at the track level and above. I understand that it is intended that the land and rights sought here are intended to extend only into the Trust's interests in the airspace above the canal and towpath. It is unclear why six of the identified plots are subject to powers of compulsory acquisition (16-013E, 16-014A, 16-014B, 16-014D, 16-014E and 16-017) and six are in the draft Order for acquisition of rights / imposition of restrictive covenants (16-011D, 16-013B, 16-013F, 16-016C, 16-018A, 16-018B). Network Rail has indicated that powers of compulsory acquisition relate to the viaduct structure; however, the Trust does not own the viaduct structure, therefore there is uncertainty as to why the Trust's interest in the land below the viaduct (i.e. the canal and towpath) has been included.

4.5.3. The Trust does not know the dimensions to which the acquisitions would extend within the airspace, and requires clarification in order to ensure no impact on

the Trust's ability to maintain its own infrastructure, notably Lock 23 and Bridge 75, adjacent to the Viaduct, and agreement as to the methodology for working over the canal and towpath. Subject to the above, the Trust would have no objection to these interests being transferred by agreement. The Trust is concerned that the question of compulsory acquisition of interests or of rights / imposition of restrictive covenants is to be left to the Applicant to decide without regard to the Trust's concerns above.

4.5.4. Indeed, had the Applicant approached the Trust to negotiate terms for such acquisitions, an agreement could possibly have already been reached, negating the need for the Applicant to seek such acquisition powers.

4.5.5. With regard to temporary possession powers sought at Uppermill Viaduct (16-013A, 16-016B, 16-016C), I understand these are sought to allow the temporary closure of the footpath on either side of Viaduct during construction of the authorised works in order to prevent public access and ensure safety from potential falling objects. I would note that the Trust has had no indication from the Applicant as to how long such closures would be required for, and due to lack of detail, cannot assess the implication such temporary possession would have, including on the Trust's rights of access to operate and maintain the waterway and associated infrastructure.

4.5.6. If the Applicant feels it necessary to close the towpath as a safety provision from falling objects, the Huddersfield Narrow Canal (HNC) would itself also need to be temporarily closed for the same reasons. Whilst the Trust does not object in principle to temporary closures to facilitate works, it is important this is coordinated via the Code of Practice for Works Affecting the Canal & River Trust (**Code of Practice**), as detailed in the evidence of Seán McGinley (**OBJ211/SM/1**). I would also note that, given the interconnected nature of the canal network, the stopping up of a section of the HNC can impact users across the wider system beyond this specific location, further necessitating the need for engagement and appropriate coordination between the parties.

4.6. Towpath between Old Lane, Uppermill and Ward Lane Diggle

4.6.1. Plots included in the book of reference (NR08) and deposited plans (NR09) in this area are: 16-067B, 17-004A, 17-004B, 18-001. These are all included as temporary possession.

4.6.2. This is an approximately 1km stretch of towpath, which I understand is proposed to be stopped up alongside the HNC to construct lineside fencing, including for transport and laydown of materials as well as for the creation of new towpath opening points to facilitate access to working areas. This section of towpath forms part of the Diggle lock flight and includes six locks with a towpath on either side of the HNC. It is unclear how long this proposed closure may last, nor how it may impact use of the affected locks which require access from both sides during operation. Whilst the Trust does not object in principle to temporary closures to facilitate works, it is important these are coordinated with the Trust via the Code of Practice, as detailed in the evidence of Seán McGinley (**OBJ211/SM/1**).

4.7. The western portal of Standedge Canal Tunnel

4.7.1. Plots included in the book of reference (NR08) and deposited plans (NR09) in this area are: 19-001, 19-003A, 19-003B, 19-004, 19-017, 19-025, 19-026, 19-038, 19-043, 20-010A and 20-010B.

4.7.2. The proposed interventions around the Sam Road car park and western portal of the Standedge Tunnel are the cause for considerable concern in so far as they have the potential to cause damage to Trust infrastructure, being the 200-year old tunnel. I understand that the proposed works in this area include temporary possession of a section of towpath for construction access, temporary closure of the Sam Road car park, installation of a concrete relieving slab over the Standedge Tunnel, the reconstruction of Station Road highway bridge and works to the Brunclough Bywash. The Trust's concerns with regard to potential impact of the works in this area are discussed in detail in the evidence of Seán McGinley (**OBJ211/SM/1**), Peter Simpson (**OBJ211/PS/1**) and Stuart Catterall (**OBJ211/SC/1**).

4.7.3. With respect in particular to the proposed concrete relieving slab over the Standedge Tunnel, I would note that, whilst the Trust does not own the land above the tunnel in which the slab is proposed to be installed, it is unclear whether the slab is intended to engage the fabric of the structure directly or not. The potential impact on this historic structure, which facilitates navigation along the Huddersfield Narrow Canal, is therefore a fundamental concern to the Trust, as detailed in the evidence of Peter Simpson (**OBJ211/PS/1**) in particular.

4.7.4. In addition to the above, the Trust has produced a plot-by-plot analysis within section 2 of its Statement of Case in relation to the temporary possession and permanent acquisition proposed under the Order. As detailed in that document the Trust queries the justification for the extent of land being sought, and sets out specific concerns and requirements in relation to each plot.

4.8. Miscellaneous

4.8.1. There is one further plot identified in the book of reference (7-003) which does not fall naturally into the groups listed above and relates to temporary possession. Whilst I will not comment on this individually, I would point out that where the Order scheme engages with Trust assets, such works should be coordinated with the Trust via the Code of Practice.

Engagement with the Applicant on Trust land required for the Order scheme

4.9. In my role as Estates Surveyor for the Trust, I first became aware of the Order scheme upon receipt of the Notices (**OBJ211/KH/1a-1c**) (received between 10 and 13 November 2025) confirming that the Applicant had applied to the Secretary of State for Transport seeking an Order to authorise the construction, operation and maintenance of works on the Transpennine route between Stalybridge and Diggle (Saddleworth). These Notices referenced 34no interventions on Trust land, being plots included on the deposited plans (NR09) in respect of which the Applicant is seeking powers of compulsory acquisition of land and rights, or of temporary use of Trust land.

4.10. Prior to receiving the Notices in November 2025, I had been in role as Estates Surveyor at the Trust since May 2025. During this time there had been no contact from the Applicant to discuss acquisitions by agreement. My understanding is that the only prior engagement with the Estates team regarding land interests was an October 2024 meeting (**OBJ211-KH-2**) at which point the Trust understood any land requirements would relate to temporary possession only.

4.11. On receipt of the Notices in November 2025, the Trust contacted the Applicant requesting a meeting to discuss the proposed interventions affecting the Trust's property. This meeting took place on 16 January 2026. By this point the Trust had made an objection to the Order dated 19 December 2025 (**OBJ211/TBS/3.1**)

confirming, amongst other matters that the Trust formally objected to the compulsory acquisition of its land, but that the Trust was open and willing to begin negotiations to have the relevant land and interests acquired or used by agreement. In its response dated 5 March 2026 to the Trust's objection, Network Rail stated it "welcome[d] the Trust's willingness to enter into voluntary arrangements as regards land interests identified" (**OBJ211/TBS/3.6 (pg2)**)

- 4.12. I am also aware that during pre-application consultation in March 2024 (**OBJ211/TBS/3.3**) the Applicant had been advised that the Trust was willing to enter voluntary land agreements. It is evident that the Trust has demonstrated on multiple occasions that it would be willing to cooperate with the Applicant seeking to secure land and interests by agreements. The simple fact is that the Applicant has not engaged with the Trust to begin discussions for land acquisitions by agreement.
- 4.13. During a meeting on 16 January 2026 between the parties, the Trust sought further clarification from the Applicant regarding its intended use of land, both for permanent acquisition and temporary possession, across those plots in which the Trust is identified as having an interest in the deposited plans (NR09) and Book of Reference (NR08). At that stage, I highlighted that the plans issued with the November 2025 Notices (**OBJ211/KH/1a-1c**) were difficult to interpret, and correlating them with the draft Order and the justification for the powers sought over each plot had proved challenging.
- 4.14. The Applicant was unable to provide detailed responses to a number of specific queries at that meeting but agreed to produce a summary "land intervention" spreadsheet (**OBJ211/KH/4**) to summarise the proposed use for each of the Plots. Following several requests, this was received on 9 February 2026. Whilst the spreadsheet included details of the Applicant's intentions in respect of each plot, as had been requested by the Trust, it covered only 23 of the 34 plots identified in the Notices.
- 4.15. The Trust subsequently queried the omission of the remaining plots on the land intervention spreadsheet on 13 February 2026 and, having received no substantive response, followed this up again in a meeting on 9 March 2026. The Applicant clarified that the first spreadsheet related only to plots in which the Trust held a freehold interest and subsequently produced a second "land intervention" spreadsheet (**OBJ211/KH/5**). This document, however, was in a different format and did not include

a 'TRU works description' column setting out the purpose of the proposed acquisitions, which was the primary purpose of the Trust's request, instead summarising only the powers sought. It also referred to 29 plots rather than the 34 identified in the Notices. Despite further requests to Bruton Knowles (the Applicant's land representatives), no additional clarification has been provided, and uncertainty remains regarding the intended use and level of engagement at each plot.

- 4.16. In parallel, the information provided by the Applicant has evolved. At the January meeting, the Trust was advised that temporary possession powers at Uppermill Viaduct were required to enable closure of the towpath beneath the structure to protect the public during overhead works. More recently, the Trust has been advised that access to the viaduct may instead be required via scaffolding from the towpath, which would have a greater potential impact on Trust operations. This evolving position, and the associated lack of certainty as to how canal infrastructure may be affected, continues to hinder the Trust's ability to protect its infrastructure and duties, particularly in the context of the compulsory powers being sought.
- 4.17. At a further meeting on 9 March 2026, the Trust raised concerns that negotiations for voluntary acquisition had not commenced. During the meeting, a Bruton Knowles representative indicated that Heads of Terms would be issued within the week. However, shortly thereafter, I was informed by Network Rail's Principal Surveyor that voluntary agreements were not considered necessary. My understanding of their view was that the Trust would have adequate protections within the protective provisions on the face of the draft Order, and a proposed separate side agreement, which would give the Trust adequate comfort in the powers that could be exercised, therefore negating the need for voluntary acquisitions.
- 4.18. Following this, I confirmed to Bruton Knowles that the Trust's preference remained to secure land and rights by agreement. I was advised that draft Heads of Terms were with Network Rail for review; however, despite repeated follow-up with Bruton Knowles representatives, no Heads of Terms have been issued and no substantive response has been received.
- 4.19. The purpose of setting out the above is to highlight that the Applicant did not seek voluntary agreements from the Trust prior to submitting the draft Order, and, since submission of the Application has still not sought voluntary agreements, despite the

Trust being clear in its position that it objects to the compulsory acquisition of its land but is willing to discuss options for voluntary agreements.

4.20. The Applicant has stated, most recently in a letter of 5 March 2026, that it will not acquire any interest in land except as is necessary for project delivery, and that it is committed to an ongoing cooperative relationship with the Trust regarding the interface with Trust assets (**OBJ211/TBS/3.6**). I would add at this point, with reference to the Government Guidance on the Compulsory Purchase Process (January 2025), that the acquiring authority should in all cases be able to justify the acquisitions sought, and that the confirming authority has to take a balanced view between the acquiring authority's intentions and the concerns of those with an interest in the land that is proposed to be acquired compulsorily (para 13.1). The Applicant stating it will not acquire any interest except as justified and required for the project delivery does not provide the Trust with assurance that once compulsory powers have been secured pursuant to the Order as currently drafted, and without any further protections, that these would not impact detrimentally on the Trust's assets.

4.21. Following more recent discussions relating to the Applicant's approach to alternatives to compulsory acquisition, the Trust received an email from the Applicant's solicitor setting out its position (**OBJ211/KH/6**). This confirmed that the Applicant is agreeable, where practicable, to enter into voluntary agreements with regard to land interests, however, that at this stage it is not practical (in terms of time and resource) to commit to overarching terms.

4.22. The Trust does not agree with this position. If the Applicant considers it necessary to acquire interests in the Trust's land to the extent that it is pursuing compulsory powers, it would be reasonable to expect that it could also allocate sufficient time and resource to pursue those interests by agreement. The Trust notes that expressing a willingness to agree terms is materially different from taking reasonable steps to do so, and to date the Applicant has not commenced negotiations or demonstrated any clear intention to progress voluntary agreements.

4.23. The powers of compulsory acquisition sought by the Applicant are by their nature wide and lacking in detail; for example, the permanent acquisition sought at Uppermill Viaduct is not specific enough to exclude the canal and towpath or other interests at ground level. Therefore, to risk assess the impact of the proposed powers sought on its interests, the Trust must assume there is a possibility that if the Applicant so

required, it could acquire the full extent of the rights sought, including the canal and towpath.

4.24. In addition, with regard to temporary possession, the Trust has been given no indication of the proposed period(s) of temporary possession, and therefore cannot adequately measure the impact of the Order scheme on its operations.

4.25. In addition to the impact of the Order scheme on the Trust's ability to carry out its duties in relation to the general public and boaters who use the HNC and towpath, the Trust has granted fishing rights at the location to the Slaithwaite & District Angling Club. The rights of these users would be impacted in the event that the navigation is closed for the carrying out of the Order scheme.

4.26. The Trust has repeatedly demonstrated that it would be willing to enter into voluntary agreements in respect of the land and interests, including temporary possessions, sought under this scheme, but the Applicant instead has chosen to seek compulsory powers. Given that position, and the lack of certainty as to how the powers might be exercised and of the corresponding impact on the Trust's assets, it is the Trust's position that if those powers are to be granted to the Applicant, then in so far as they relate to the Trust's land and interests, they should only be exercisable with the Trust's consent. I understand that this would not be the first occasion on which such provision has been included in a Transport and Works Act Order or Development Consent Order - as mentioned at section 8 of the evidence of Tim Bettany-Simmons (**OBJ211/TBS/1**).

4.27. Given the Trust's unique role in the management of the national canal network, a complex, historically significant and public benefitting asset, I consider that it is entirely reasonable that the Trust should be able to exercise some degree of control in how third parties work on and take rights over its land.

4.28. Given the Trust's inability to properly assess the potential extent and therefore impact of compulsory acquisition and use of its land, there remains significant uncertainty regarding the effects of the Order scheme. This is untenable for the Trust and its management of the waterway.

Guidance on exercise of compulsory powers

4.29. The Trust objects to the compulsory acquisition of its land and interests. As is made clear in Government Guidance on the Compulsory Purchase Process (January 2025)

(the **Guidance**), acquiring authorities are expected to only exercise powers of compulsory acquisition where necessary to deliver the project, and should engage and make a genuine attempt to reach agreement where possible. Whilst discussions have been ongoing between the parties since October 2024 in respect of the interests required, and the Trust has stated repeatedly its willingness to enter into voluntary arrangements, to date Network Rail has not made reasonable efforts to voluntarily acquire the land and interests it is seeking from the Trust, failing to engage meaningfully with the Trust to reach private agreement.

4.30. This is inconsistent with the approach advocated by the Guidance, including at Paragraph 2.2 *“The confirming authority will expect the acquiring authority to demonstrate that they have taken reasonable steps to:... attempt the acquisition of all of the land and rights included in the compulsory purchase order by agreement”*.

4.31. Item 7 of the Statement of Matters issued by the Inspector on 27 April 2026 refers to the Guidance and to the criteria set out at paragraphs 12 to 15 required to justify a compulsory purchase order. These paragraphs set out the tests which an acquiring authority must meet when it seeks powers of compulsory acquisition of third party land or interests. In my evidence above, I have set out why the Trust does not consider that the Applicant has demonstrated that the compulsory acquisition powers sought over Trust land or interests are necessary to deliver the Order scheme. Namely the lack of clarity as to the extent of interaction with each plot, the Trust’s concerns about potential impacts on its assets and operations, including, for example, concerns about the installation of a concrete relieving slab over Standedge Tunnel and the Trust’s repeated, stated willingness to voluntarily enter into arrangements.

5. CONCLUSIONS

5.1. In conclusion, although the Trust does not object in principle to the Order scheme, it does object to the principle of compulsory acquisitions of its interests. Whilst the Trust has repeatedly demonstrated a willingness to engage with the Applicant regarding voluntary agreements, the Applicant has not taken reasonable steps to pursue such arrangements, contrary to established Government guidance on compulsory purchase.

- 5.2. Given the Trust's unique responsibility for a complex and historic waterway network, it is both necessary and reasonable that it retains a degree of control over how its land and assets are affected. At this stage, uncertainty remains regarding the intended use and level of engagement regarding the Trust's land interests, and an associated lack of certainty as to how canal infrastructure may be affected. If compulsory powers are granted, the Trust considers that they should only be exercisable with its consent, and that where works may impact on its assets, these should be coordinated with the Trust via the Code of Practice.

Statement of Truth

I confirm that I have made clear which facts and matters referred to in this report are within my own knowledge and which are not. Those that are within my own knowledge I confirm to be true. The opinions I have expressed represent my true and complete professional opinions on the matters to which they refer. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

RICS Declaration

1. I confirm that my report has drawn attention to all material facts which are relevant and have affected my professional opinion.
2. I confirm that I understand and have complied with my duty to the Inquiry as an expert witness which overrides any duty to those instructing or paying me, that I have given my evidence impartially and objectively, and that I will continue to comply with that duty as required.
3. I confirm that I am not instructed under any conditional or other success-based fee arrangement.
4. I confirm that I have no conflicts of interest.
5. I confirm that I am aware of and have complied with the requirements of the rules, protocols and directions of the Inquiry.
6. I confirm that my report complies with the requirements of RICS – Royal Institution of Chartered Surveyors, as set down in the RICS practice statement Surveyors acting as expert witnesses'.

Signed:

A handwritten signature in cursive script, appearing to read 'K Hallam'.

Katie Hallam MRICS

Dated: 12 May 2026

SUMMARY OF PROOF OF EVIDENCE**of KATIE HALLAM****Canal & River Trust**

1. The Trust does not have an in principle objection to the Order scheme but remains concerned that if the Order were made as currently drafted without amendment it would interfere with the Trust's ability to carry out its duties. The duties arise under a trust settlement deed made between the Trust and the Secretary of State for Environment, Food and Rural Affairs, which requires it to operate and manage the waterways and towpaths for public use and enjoyment.
2. There are numerous interventions with the Order scheme which have the potential to impact Trust assets, and to that end it is essential that such interventions be coordinated with the Trust via its *Code of Practice for Works Affecting the Canal & River Trust*.
3. From discussions with Network Rail, I understand that permanent acquisition of land and rights sought around the Uppermill Viaduct is to facilitate the installation of overhead line equipment in the airspace around the viaduct and to enforce an electrical safety exclusion zone around that equipment at the track level and above. However, the powers of compulsory acquisition sought by the Applicant are by their nature wide and lacking in detail; for example, the permanent acquisition sought at Uppermill Viaduct is not specific enough to exclude the canal and towpath or other interests at ground level. With regard to temporary possessions, the Trust has been given no indication of the proposed period(s) of temporary possession and due to lack of detail, cannot assess the implication such temporary possession would have on the Trust's access rights to operate and maintain the waterway and associated infrastructure.
4. The Trust has demonstrated that it would be willing to enter into voluntary agreements in respect of the land and interests, including temporary possessions, sought under this scheme. The Applicant instead has chosen to pursue compulsory powers and has not made reasonable efforts to voluntarily acquire the land and interests it is seeking from the Trust, failing to engage meaningfully with the Trust to reach private agreement.

5. Given that position, and the lack of certainty as to how compulsory powers might be exercised and the corresponding impact on the Trust's assets, it is the Trust's position that if those powers are to be granted to the Applicant, then insofar as they relate to the Trust's land and interests, they should only be exercisable with the Trust's consent.
6. Given the Trust's unique responsibility for a complex and historic waterway network, it is both necessary and reasonable that it retains a degree of control over how its land and assets are affected. At this stage, uncertainty remains regarding the intended use and level of engagement regarding the Trust's land interests, and an associated lack of certainty as to how canal infrastructure may be affected. If compulsory powers are granted, the Trust considers that they should only be exercisable with its consent, and that where works may impact on its assets, these should be coordinated with the Trust via the Code of Practice.