

Secretary of State for Transport
c/o Transport Infrastructure Planning Unit
Department for Transport
Great Minster House
33 Horseferry Road
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Date: 15 December 2025
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To whom it may concern,

Diggle Hotel, Station Houses, Diggle, Oldham, OL3 5JZ ("The property") - Network Rail Infrastructure Limited ("the acquiring authority", "they") in relation to the Transpennine Route Upgrade Scheme Stalybridge to Diggle ("the scheme"), Transport and Works Act Order ("the Order") 2025

Leased and Tenanted Pubs 2 Ltd (part of Stonegate Group) ("our client") are the freeholder proprietor of the property, which is registered at HM Land Registry under title number GM16773 and has been included in the above Order.

The property is a popular pub with locals and walkers, offering wet and dry sales and four overnight guestrooms booked on a short-term basis with car parking for patrons and guests which is vital given the semi-rural location. The principal road serving the property is Station Road, although alternative access can be taken from Lee Side via the Ward Lane, however this is a more circuitous route.

The Order proposes to acquire temporarily the part of Boat Lane which falls into our client's property, namely plots 19-030A, 19-030B and 19-040C, as well as plots 19-029A and 19-029B forming the grassed area adjacent the car park within our client's property, which is used for outdoor seating and amenity space.

Access and parking are two vital features that need to be maintained to ensure the continued smooth operation of this trading property.

Gateley Hamer ("us, we") are instructed to make this objection on behalf of our client for the following reasons: -

Last Resort Test

The acquiring authority and their agent arranged a meeting with us on 7th November 2025, the day the Order application was submitted to the Department for Transport. Our client was only informed about the submission via a hardcopy letter which was posted on Friday, 31st October 2025.

At the meeting on 7th November 2025, the acquiring authority's agent stated that they were still seeking instruction from the acquiring authority to propose terms to affected parties. We were told on the 7th November that a Rule 15 letter should be forthcoming to start negotiations for a voluntary agreement, noting that a letter was sent by their agent on 19th December 2024 relating to Diggle Hotel only, stating *"please be reassured that we are in the early stages of engagement and opportunities for discussion*

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around the scheme and land requirements will be ongoing and we wish to continue to engage with your client.

No effort whatsoever has been made by the acquiring authority, as at the date of this letter, to secure the land and rights ahead of seeking Compulsory Purchase Powers. No terms have been proposed for a licence agreement to undertake scheme works and to use (part of) our client's property.

We should make it clear that letters and email exchanges have taken place between the acquiring authority's agent and us, since October 2024 to today's date, but no terms have been proposed.

Lack of clarity around works and appropriate mitigation measures

Our client is concerned by the works proposed in the immediate vicinity of the Property. Such as but not limited to: -

- **Local Road Closures**

To remain open and trading as normal, the property needs unfettered access for patrons, guests, deliveries (by way of articulated lorries) and staff. Any interference will cause an inconvenience and business disturbance. The acquiring authority is proposing to temporarily close Station Road, meaning access for patrons, guests, staff and deliveries will be affected. While the acquiring authority has stated that when Station Road bridge is closed, Ward Lane bridge will remain open and vice versa, this is still likely to impact the business at the property, which may have subsequent financial impacts on our client. The lack of detail from the acquiring authority is making it impossible for our client manage the inevitable adverse effects of the scheme works.

- **Re-surfacing Boat Lane and proposed powers to stop parking on Boat Lane –**

Our client does not necessarily disagree with the re-surfacing of Boat Lane, however the acquiring authority have stated they are seeking powers to stop any vehicles parking on Boat Lane, which is an issue for our client, as their deliveries are undertaken from Boat Lane. The acquiring authority has stated this "shouldn't be an issue" however no legal obligation or written assurance has been agreed between our client and the acquiring authority, to provide our client with comfort. Practically, our client is also not certain on how the acquiring authority will implement the no parking policy.

- **Signage**

The acquiring authority proposes to re-route residential traffic from Harrop Court Road via Boat Lane, increasing traffic on a rural lane. Boat Lane is partially owned by our client. We understand from discussions with the acquiring authority and their agent, that signage will be provided stating that the property remains open for use at Boat Lane, and by both Ward Lane Bridge and Station Road bridge, when they are temporarily closed. The signage locations and text have not yet been agreed between our client and the acquiring authority stating that the business remains open as usual and how to access the property.

- **Environmental Impacts**

We are still yet to understand the full environmental impacts such as noise, vibration and dust of the scheme in the surrounding area, which may affect our client's property and the business at the property, as there are six overnight guestrooms.

- **Other Matters**

Our client has other queries such as the acquiring authority maintaining the brick wall along Boat Lane, amongst others, which require adequate responses.

Accordingly, our client objects to the Order that has been made to deliver the scheme and will maintain their objection until they are provided with details of the public realm works and appropriate assurances regarding measures to mitigate the impacts of the public realm works of the Property (e.g. business open as usual signage and an assurance of unfettered access and parking, during the period of works).

However, our client is pleased to note that the acquiring authority has removed the property's car park from the Order limits, and that Ward Lane bridge and Station Road bridge will not be closed at the same time. Should the scheme's construction methodology change, our client reserves the right to object further.

Best Practice Guidance

While it is not mandatory for an acquiring authority to agree to an affected party's reasonable fees prior to the statutory liability arising to pay compensation, it is best practice in accordance with Ministry for Housing, Communities and Local Government ("MHCLG") 'Guidance on the Compulsory Purchase Process'. Establishing fees or agreeing an undertaking, can help acquiring authorities build working relationships with affected parties, and allows acquiring authorities to establish whether affected parties agree or disagree with a scheme, and what the impacts of a scheme might be on those parties. Importantly, it also assists in bringing affected parties to treat for voluntary agreement.

The acquiring authority's agent has made clear to us that they will only agree to hourly rates that they prescribe, and not those rates that have been contractually agreed between an advisor and a client and also sit in-line with what other agent's charge their clients for similar work. The acquiring authority's approach is not in our opinion fair and reasonable, or in accordance with the RICS Professional Standard Surveyors Acting in Respect of Compulsory Purchase and Compensation, 2nd Edition.

While not specific to our client, we find the acquiring authority's conduct to be unjust, particularly for any affected party, particularly an individual, who cannot afford to pay for professional advice without a prior undertaking by the acquiring authority, which may leave some affected parties without the adequate and proper advice that they deserve. We would like to hear the Planning Inspector's thoughts on such a position and to have regard to this for any affected parties who have been impacted by such a policy.

Conclusion

We would be happy to discuss this objection with the acquiring authority, and / or their representatives, but until the concerns set out in this letter are addressed and resolved, our client will maintain their objection.

We reserve the right to add and amend to these grounds of objection.

Return correspondence should be addressed to rachel.holland@gateleyhamer.com and justine.arkell@stonegategroup.co.uk.

Yours faithfully,

Rachel Holland

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Associate
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