

**THE DONCASTER (CITY GATEWAY – RAILWAY SQUARE AND PHASE 1)
COMPULSORY PURCHASE ORDER 2023**

PROOF OF EVIDENCE OF JOANNE CHIPP-SMITH

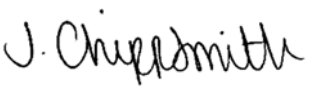
FOR AND ON BEHALF OF CITY OF DONCASTER COUNCIL

PINS REF: APP/PCU/CPOP/F4410/3324357

STATEMENT OF TRUTH

The evidence which I have prepared and provide for this public inquiry reference APP/PCU/CPOP/F4410/3324357 in this proof of evidence is true and has been prepared and is given in accordance with the guidance of my professional institution and I confirm that the opinions expressed are my true and professional opinions

Date: 27 March 2024

Signature: 

1 INTRODUCTION

- 1.1 My name is Joanne Chipp-Smith and I am a Principal Surveyor in the Strategic Asset Management team at City of Doncaster Council (“the Council”).
- 1.2 I have a BSc (Hons) in Business Property Management and have been a chartered member of the Royal Institution of Chartered Surveyors since October 2010.
- 1.3 My background is in general practice surveying and my experience extends to a variety of commercial property and asset management related activities. I have worked at the Council in a number of surveying roles since 2003. My areas of work range from contributing to the management of the Council's commercial property portfolio, through property management and landlord and tenant related activities, providing valuation advice, managing the Council's investment portfolio and taking a lead role on acquisition activities.
- 1.4 I have been involved in a number of previous compulsory purchase schemes, working as part of a team negotiating with landowners and agents to secure full site assembly, including:
 - 1.4.1 the A6182 White Rose Way 2008 dualling scheme;
 - 1.4.2 the A6182 Finningley and Rossington Regeneration Route Scheme 2012; and
 - 1.4.3 the A6182 Finningley and Rossington Regeneration Route Scheme phase 2 2016.
- 1.5 My role in the Railway Square Extension and the Gateway Office Development Scheme (“the Scheme”) began in July 2021. Since that time, I have worked as part of the team tasked with managing the property negotiations and acquisitions with the parties affected by the compulsory purchase order (the “CPO”).
- 1.6 As part of that role, I have:
 - 1.6.1 Familiarised myself with the properties affected and the locality of the said properties through regular site visits;
 - 1.6.2 Worked with both the Council's legal (property team) and solicitors Browne Jacobson LLP, to carry out reviews of documentary investigations to identify all owners, lessees and occupiers affected by the CPO.

- 1.6.3 Worked with commercial property consultants Lambert Smith Hampton (“LSH”) who have been appointed by the Council to provide advice on acquisition and compensation that will be due to affected parties.
- 1.6.4 Worked with all interest holders to attempt to negotiate by agreement the acquisition of the interests affected by the Scheme and/or working with those parties in relation to suitable relocation to alternative premises available on the market (including liaising with Business Doncaster (the Council’s Inward Investment team)). Where I have not undertaken discussions with landowners personally, I have been provided with relevant information by colleagues.

2 SCOPE OF EVIDENCE

- 2.1 My evidence in this statement will cover the following:
 - 2.1.1 The land referencing process and inquiries that have been made to identify all owners and occupiers of the land affected by the Scheme;
 - 2.1.2 The land interests included in the land covered by the CPO (the “Order Land”) - both Council owned and third party interests;
 - 2.1.3 The attempts made to acquire the outstanding third party interests by agreement in accordance with the in the CPO Guidance (**CD/14**)¹
 - 2.1.4 Responses to qualifying objections.
- 2.2 My evidence will conclude by demonstrating that the Council has promoted the CPO in line with the CPO Guidance, and that all reasonable steps have been made to acquire third party land by agreement wherever possible.
- 2.3 The Council continues to work with affected owners and occupiers and a further update on progress relating to the outstanding objections and attempts to acquire all interests in the Order Land by agreement will be provided during the Public Inquiry.

3 LAND REFERENCING

- 3.1 The Council has worked with its internal legal team and solicitors Browne Jacobson LLP to carry out the referencing exercise for the Order Land.
- 3.2 The schedule to the CPO (the "Schedule") lists the owners, lessees, tenants and occupiers of the Order Land. In addition, it lists all those other parties that have

¹ Guidance on Compulsory Purchase Process and the Crichel Down Rules July 2019

been identified as having a qualifying interest in the Order Land as defined by section 12(2) Acquisition of Land Act 1981 (**C/19**), including neighbouring owners with the benefit of rights or interests over the Order Land.

- 3.3 The Schedule has been prepared based on the information gathered through inspection of HM Land Registry (“HMLR”) title documents, site inspections and search enquiries, and the responses to notices issued under section 16 of the Local Government (Miscellaneous Provisions) Act 1976 (**CD/17**) as outlined further below.

Land Registry and Other Searches

- 3.4 A SIM search (search of the Index Map) was carried out at HMLR to identify registered titles and interests within the Order Land on 10 March 2022.

- 3.5 The Council’s recorded highway plans were reviewed to identify areas of adopted highway within the Order Land. This confirmed that all the areas of unregistered land within the Order Land form part of the adopted highway.

- 3.6 As the highway land was not registered at HMLR, document searches and reviews were undertaken to confirm, as far as possible, the underlying freehold ownership of those areas:

3.6.1 On 9 May 2022, investigations were undertaken with the Council’s Asset Data Officer (responsible for maintaining the Council’s Terrier records) as to whether there was any known historical ownership of those areas, these investigations did not identify any other previous or alternative land owners.

3.6.2 In May 2022 officers investigated with the Highways Department to ascertain whether they had any knowledge of any previous owners. The Highways Department confirmed via email on 10 May 2022 that the unregistered land was adopted highway (**POE/JCS/2**). When land is not registered and no other records indicate otherwise, the Highways Department work on the basis that older roads (determined as roads that have been in existence prior to the 1970’s) are Council owned, if they are adopted and no other contrary information exists.

3.6.3 No persons have claimed any ownership to these areas of land, either through the public notifications made as part of the planning application for the Scheme, or the CPO process.

Service of Requisitions for Information pursuant to section 16 of the Local Government (Miscellaneous Provisions) Act 1976

3.7 In October 2022 Request For Information notices under Section 16 of the Local Government (Miscellaneous Provisions) Act 1976 ('S.16 notices'), were issued to all freehold and leasehold interests identified through the interpretation of the HMLR titles. This included requesting information about the recipient's own interests, occupiers of the land, any known third party interests and extent of the relevant property. A plan of the property was also included. These were served on 11 October 2022 (**POE/JCS/3**). The responses were recorded and cross referenced against the information obtained through the other investigations referenced above.

Site Visits

3.8 I have carried out internal and external inspections of Trafford Court and The Mobility Centre, and external inspections of Wolseley's property. I inspected the Mobility Centre in November 2022 with the owners, and I have carried out subsequent ad-hoc external inspections. I inspected the offices within Trafford Court in February 2023 prior to the Council's acquisition of the freehold interest in that property. I have subsequently carried out further external inspections, including on 18 May 2022, 25 May 2022, 30 June 2023 and 21 February 2024. These have given me an understanding of the physical features on the ground such as occupation, land use and potential likely ownership, potential occupiers and potential third party rights.

3.9 The referencing exercise has been kept under review and will continue to be updated up to the point of the Inquiry.

Notices

3.10 Notices of the making of the Order were published in the Sheffield Star on 18 May 2023 and 25 May 2023 (**CD/10**).

3.11 On 18 May 2023, personal notice was served by letter on all persons having a known interest in the Order land together with a copy of the Order, the map showing the Order Land and the statement of reasons for making the CPO (**CD/11**).

3.12 Notices were posted on the Order Land on 18 May 2023 and remained in place throughout the objection period. Specifically, two were placed on West Street, one was placed between Doncaster Railway Station and Trafford Court, and one was placed to the south of the Order Land near the Mobility Centre (**CD/12**).

- 3.13 Copies of the Order, Order Map and Statement of Reasons were placed on deposit for public inspection at the Council's offices at Civic Office Reception, Waterdale, Doncaster, DN1 3BU and at Danum Gallery, Library and Museum Reception, Waterdale, Doncaster, ND1 3BZ from 18 May 2023 until 15 June 2023.

4 ORDER LAND

- 4.1 The Order Land is located in the centre of Doncaster, next to the City's main railway station. It comprises an area of approximately 6,205.84 square meters and is shown edged red and coloured pink on the map accompanying the Order (the "Order Map") (**POE/1**), which is split into 16 'Plots'.
- 4.2 Directly to the north of the Order Land is the newly constructed public square in front of Doncaster Railway Station. The Order Land is bordered to the east by the A630 – Trafford Way Inner Ring Road. To the west of the Order Land is the public highway known as West Street. To the southern edge of the Order Land is a pedestrianised area and lying south of this the Flying Scotsman Health Centre and Pharmacy building.
- 4.3 The Order Land is made up of six main areas:
- 4.3.1 The north part of the Order Land forming Plot 1, is the 'Trafford Court' office complex. This comprises 8 office units, built in two blocks separated by an access road and car parking spaces. To the western and eastern edges of Plot 1 lie two small areas of public highway – forming Plots 11 and 9 respectively.
- 4.3.2 In the centre of the Order Land, forming Plot 3, is the 'Wolseley Building' which is currently a plumbers merchants with a delivery yard and parking to the rear.
- 4.3.3 The public highway named West Street, forms plots 7 and 13. This runs east-west, separating the Trafford Court office complex and the 'Wolseley Building'.
- 4.3.4 Directly to the south of the Wolseley Building is the 'Mobility Centre' which is an oblong shaped, two storey, retail unit. This area forms Plot 2.
- 4.3.5 Edging the Wolseley Building and Mobility Centre, on the eastern and western sides, are paved areas of highway land. These form Plots 4, 5, 6, 8, 14 and 15.

- 4.3.6 To the south of the Mobility Centre is a pedestrianised pavement area, which is largely featureless, forming Plots 10, 12 and 16.

5 LAND INTERESTS

- 5.1 A schedule of the interests in the Order Land is included within the Order and is included as a core document for the Inquiry (**POE/3**).

Council Owned Plots

- 5.2 The Council already owns a significant proportion of the Order Land, which comprises of the following Plots:

- 5.2.1 Plot 1: The Council owns the freehold interest to the Trafford Court office complex, having acquired this by agreement from Doncaster Assets Limited and Doncaster Assets (No 2) Limited, in March 2023. Details of leasehold ownership of these units are included in paragraph 5.3 below.
- 5.2.2 Plots 4, 5, 6, 7, 8, 9, 10, 11 and 16: These Plots consist of registered highway land which is owned by the Council.
- 5.2.3 Plots 12, 13, 14 and 15: these Plots consist of unregistered highway land that is understood to be owned by the Council. Steps taken to confirm this ownership are set out at paragraphs 3.4 to 3.6 above.

Leasehold Interests in Trafford Court (Plot 1)

- 5.3 In relation to the remaining outstanding leasehold interests at Trafford Court (Plot 1) which have not yet been acquired by the Council:

- 5.3.1 Units 1 & 2 are occupied by the Central Young Men's Christian Association ("CYMCA") on a tenancy at will. The Council is supporting the CYMCA in their search for suitable alternative accommodation.
- 5.3.2 Unit 3 is occupied by Leger Education Trust on a 5 year lease which is due to expire on 11th September 2027, with a tenant only break at 11th September 2024 (the break option has not been exercised by the tenant). The Council have found a property which Leger Education Trust wish to relocate to and is supporting the negotiations with the landlord of this relocation property.
- 5.3.3 Unit 4 is occupied by Taskmaster Resources Limited ("Taskmaster") on a 10 year lease which is due to expire on 31 August 2024.
- (a) The lease is within the security of tenure provisions within the

Landlord and Tenant Act 1954 (“LTA’54”), therefore the Council in its capacity as landlord has served a S.25 notice (being a notice to end a business tenancy with no proposals for a new lease), made on the basis of ground D (provision of alternative accommodation) and ground F (landlord’s intention to demolish or reconstruct) of S.30 of the LTA’54².

- (b) The Council is monitoring Taskmaster’s progress in securing a letting on a property, namely offices at Kings Mews, East Laith Gate, Doncaster, DN1 1JD (“Kings Mews”). This property was identified by Business Doncaster and is considered suitable by Taskmaster. Taskmaster have advised the Council (via telephone call between Mr Skorupka of Taskmaster and myself on 21 March 2024) that they no longer require the Council’s support with the lease negotiations (**POE/JCS/4**).
- (c) Further details in relation to negotiations with Taskmaster are set out at in paragraphs 6,7 and 10 below.

5.3.4 Units 5 & 6 are occupied by Keltbray Rail Ltd on a 6 year lease expiring on 18 July 2027. The Council is supporting Keltbray in their search for suitable alternative accommodation.

5.3.5 Units 7 & 8 are occupied by the British Transport Police (“BTP”) on a 15 year lease expiring on 07 July 2034 with a tenants break on 08 July 2029. The Council has identified a suitable alternative property for BTP to relocate to, and the lease is currently being finalised by solicitors.

Wolseley – Freehold (Plot 3)

5.4 Plot 3: this is a trade retail unit with associated car parking which is known as the Wolseley Plumb Centre, a plumbers merchants. Wolseley UK Limited (“Wolseley”) is the freehold owner of this unit, and one of the objectors to the Order. Wolseley has to date agreed Heads of Terms and a lease document is being prepared for Unit 22 Shaw Lane. This currently awaits landlords consent to alterations for the creation of a trade counter and showroom element, further detail can be found at

² On 22 March 2024, Taskmaster’s Solicitors responded to the S.25 notice in relation to Grounds D and F raising further queries and requested information from Browne Jacobson before they were willing to consider this further. The Council is currently working with Browne Jacobson to collate this information.

paragraphs 8.18.2, 8.19.2.

Mobility Centre – Freehold (Plot 2)

5.5 Plot 2: this is a retail unit, known as the former “Mobility Centre”. The Council has reached agreement with the owners of Plot 2 Macauley Gibb Realty Ltd to acquire the land and contracts are being progressed with solicitors. The transaction is due to complete in the near future and simply awaits a completion date from their solicitors.

5.5.1 At the time of the making of the Order, the interest in land was held by Rent Doncaster Ltd.

5.5.2 Following a transfer of assets, the ownership of Plot 2 has transferred to Macauley Gibb Realty Ltd via an intercompany transaction. Mr Gibb is the sole director of both companies and there has been continuity in the contact with the Council in relation to relocation opportunities.

6 ATTEMPTS TO ACQUIRE BY AGREEMENT

6.1 The CPO Guidance (**CD/14**) states that powers to compulsorily purchase land are intended to be used as a method of last resort. As such, the Council is expected to take reasonable steps to acquire all interests in the Order Land by agreement.

6.2 As set out in more detail below in paragraphs 7 to 10, the Council has actively engaged with all interest holders within the Order Land to negotiate acquisition of interests by agreement where possible, and to provide assistance with relocation. The Council has offered its relocation support in conjunction with ‘Business Doncaster’. Business Doncaster provides assistance and guidance to businesses, including those looking to move premises.

6.3 However, the CPO Guidance (**CD/14**) also notes that if an acquiring authority waits for negotiations to break down before starting the compulsory purchase process, valuable time may be lost. Dependent on when the land is required, the CPO Guidance (**CD/14**) acknowledges that it may often be sensible for local authorities to plan a compulsory purchase timetable and initiate formal procedures, in parallel with conducting negotiations (paragraph 2 of the CPO Guidance) (**CD/14**).

6.4 In this case, delivery timing is key to ensure the Council is able to obtain the full Towns Deal funding required to deliver the Scheme, and so the Council is proceeding with the CPO in parallel with continued negotiations. The delivery program for the Scheme is set out further in Neil Firth’s proof at paragraph 4.

6.5 The Council has sought to acquire the Order Land wherever possible by means of

agreement rather than by compulsory purchase and continues to liaise with all interest holders. In my view, and as evidenced by the steps set out below, the Council has taken all reasonable attempts to reach agreement with land owning objectors in an attempt to avoid the need for compulsory purchase.

6.6 The support of the Council and Business Doncaster will remain available to all interest holders throughout the compulsory purchase process and beyond.

7 ENGAGEMENT WITH THE LANDOWNERS

7.1 The Council, with the support of Business Doncaster, has had substantial engagement with landowners to acquire interests and to assist in providing suitable relocation.

7.2 For the majority for the landowners, the Council has been able to reach agreement (or continues to support them in finding alternative premises – see paragraph 5.3 and 5.4 above) however, to date, the Council has not been able to reach agreement with the Objectors to the scheme namely Wolseley and Taskmaster.

7.3 Paragraphs 8 to 10 below sets out the details of the engagement with the Objectors, carried out in order to attempt to reach an agreement for their relocation.

8 WOLSELEY UK LIMITED

8.1 As set out in detail below, both the Council and Business Doncaster have been actively and extensively engaged with representatives for Wolseley for a substantial period of time, in order to assist with relocation efforts and to try and agree a purchase of their freehold interest.

8.2 This has included the Council providing an undertaking in relation to Wolseley's legal and professional fees to assist in relation to their search for a replacement premises (**POE/JCS/8**).

8.3 Business Doncaster have provided multiple alternative properties for consideration, details of which are as set out in the Proof of Chris Dungworth and **POE/JCS/7**), all of which so far have either been rejected by Wolseley, or they have ultimately decided not to proceed with - other than current negotiations relating to Unit 22 Shaw Lane. This property is being actively progressed and is currently subject to contract and planning.

Period September 2021 – June 2023

8.4 On 7 September 2021, the Council sent initial correspondence advising Wolseley that their property forms part of a change area and invited a discussion either in-

person or virtually to discuss further (**POE/JCS/9**). As no response was received, follow up letters were sent on 1 October 2021, 18 October 2021 and 2 November 2021. (**POE/JCS/10**)

- 8.5 Following contact on 2 November 2021, Marcus Rudkin (Doncaster Council Senior Property Surveyor) was able to discuss the matter with Thomas Leech (Wolseley) who advised that there had been a couple of internal meetings regarding the Council's proposal but further consultation was required with key stakeholders. Mr Leech confirmed that Wolseley wanted to work with the Council, and Mr Rudkin confirmed the Council's support with regard to relocation and assistance from Business Doncaster (**POE/JCS/11**).
- 8.6 Following on from these initial discussions a dialogue has remained actively open and details are listed within a correspondence schedule (**POE/JCS/11A**).
- 8.7 On 14 February 2022, Mr Leech advised Mr Rudkin via email that 7,000 – 8,000sq.ft would be required to host the three elements of the business (**POE/JCS/12**).
- 8.8 Mr Rudkin left the Council at the end of September 2022 and I have taken the lead since this date. On 20 September 2022 I contacted Wolseley directly to confirm my involvement on behalf of the Council (**POE/JCS/13**). On 31 October 2022, I emailed Wolseley requesting a catch up call / meeting (**POE/JCS/14**).
- 8.9 Between the end of October 2022 and June 2023 Business Doncaster was actively carrying out property searches, and relevant correspondence with Wolseley is covered in the proof of Chris Dungworth. As such, my correspondence with Wolseley during this period was focused around agreeing surveyor fees and requesting information to progress the freehold valuation.

Regular Meetings

- 8.10 On 19 July 2023 a meeting between the Council, Wolseley and their agents was held via Teams, whereby it was agreed that 3 weekly catch-up meetings would be scheduled to discuss progress with the search for alternative premises, and any other matters arising. Set out below is a list of all meetings and the salient points discussed. Following these meetings, summaries were prepared and emailed to all parties.
- 8.11 Meeting of 19 July 2023:
- 8.11.1 The attendees at this meeting were the Council, Wolseley, Gerald Eve

LLP (Wolseley's appointed Surveyors) and Lambert Smith Hampton (the Council's contact liaison regarding property searches).

8.11.2 The key matters discussed were Wolseley's property requirements to assist with the search for alternative premises. These were:

- (a) Wolseley advised that their requirements had changed from 8,000 – 15,000sq.ft at the start of the search for alternative premises, to 15,000 – 25,000sq.ft, and now to 5,000 – 25,000sq.ft. This was due to limited suitable stock coming on to the market.
- (b) Car parking for staff and customers
- (c) A yard for deliveries
- (d) Central and south of Doncaster are preferred locations.

8.11.3 Other items discussed were:

- (a) How the business operated – it was confirmed that there were three functions at the current site, namely a local collection point (click and collect trade counter), showroom function and a contracts arm for deliveries and customer contracts.
- (b) Wolseley's branch at Kirk Sandall is a local collection business only and is held on a lease until 2027. The unit is approximately 3,500sq.ft and Wolseley consider there is enough business to have two units in Doncaster.
- (c) Locations that would and wouldn't be suitable for the business – Wolseley's preferred location was central Doncaster and to the south of Doncaster, to keep a fair distance between the two units (Armthorpe was dismissed on proximity grounds). It was confirmed that industrial estates close to Doncaster Sheffield Airport wouldn't work for the local part of the business because of the location. Overall, Wheatley Hall Road was identified as ideal, however, Wolseley suggested sending everything through regardless of location for review.
- (d) The relocation property being considered at that time was Sprotbrough Retail Park.

- (e) Wolseley's raised their concerns about retaining staff and current customer base.
- (f) I reaffirmed the Council's commitment to assisting Wolseley but advised on limited stock coming to the market.
- (g) Wolseley advised that nothing has been received recently from Business Doncaster and I confirmed that I would raise this internally and request up to date availability is sent (following this a request was made for Business Doncaster to contract Wolseley on a frequent basis, even if nothing was available).

8.11.4 Full notes of this meeting are available at **POE/JCS/16**.

8.12 Meeting of 13 September 2023:

8.12.1 The attendees at this meeting were the Council, Wolseley and Gerald Eve LLP.

8.12.2 Key items discussed at this meeting were:

- (a) The proposed timescales for the project and for Wolseley to decant their current property and open for trade in a new location.
- (b) Wolseley confirmed the Sportbrough Retail Park property was no longer progressing as it couldn't be made operational.
- (c) The most recent sites that Business Doncaster had sent through, specifically, the former Argos unit on Wheatley Hall Road and former Data Centre on Carolina Way.
- (d) The temporary option of porta cabin operation was considered, to hold Wolseley's place in the market (i.e. to be able to operate a click and collect function to avoid losing customers to competitors).
- (e) The business proposal for a new property – Wolseley advised that the plumbing and heating arm of the business would be the core business, the contracts side would possibly go to a branch in Sheffield and the provision of a showroom is floating, given there would be a slight reduction in floorspace from their current premises. It was not considered essential that the unit can offer

all 3 strands of the business.

8.12.3 Full notes of this meeting are available at **POE/JCS/17**.

8.13 Meeting of 18 October 2023:

8.13.1 The attendees at this meeting were the Council, Wolseley, Gerald Eve LLP and Lambert Smith Hampton.

8.13.2 A summary of the key items discussed at this meeting are set out below:

- (a) There had been no further suitable units brought to the market since last meeting on 13 September 2023.
- (b) In relation to the former data centre, the outcome of Wolseley's enquiries was that the owner didn't want a trade counter use in that location and so it was not suitable.
- (c) Wolseley had reviewed a site on Ten Pound Walk, and whilst this property was not suitable at that present time and would require a warehouse constructing, it was a good location. It seemed that the Landlord for that property was reluctant to consider the option of the construction of a warehouse, but Business Doncaster agreed to make further enquiries.
- (d) It was agreed that the proposal of porta cabins was to be a last resort and far from ideal.
- (e) Options were also considered around Wolseley's capacity to construct a warehouse should a plot of land be found. It was confirmed that to do so it would require an investor.
- (f) Finally, the agents agreed floor areas, meaning that the freehold valuation could now be progressed.

8.13.3 Full notes of this meeting are available at **POE/JCS/18**.

8.14 Meeting of 13 November 2023:

8.14.1 The attendees at this meeting were the Council, Wolseley and Gerald Eve LLP.

8.14.2 Details of the items discussed at this meeting are set out below:

- (a) Discussing the most recent properties which had been sent via

Business Doncaster. Wolseley confirmed that all properties had been previously sent and discounted.

- (b) Discussions around contacts at Business Doncaster following Adrian Banks leaving.
- (c) Gerald Eve LLP confirmed the former data centre could not progress further as the landlords were not willing to reconsider the trade counter use.
- (d) Wolseley advised of the former Jewsons building off Wheatley Hall Road that has become available for sale. Their requirement would be for leasehold interest, but attending an open viewing.
- (e) Gerald Eve LLP confirmed freehold valuation taking a back seat whilst focus on CPO and relocation exercise.

8.14.3 Full notes of the meeting can be located at **POE/JCS/19**.

8.15 Meeting of 21 November 2023

8.15.1 The attendees of this meeting were Doncaster Council, Wolseley and Gerald Eve LLP.

8.15.2 The purpose of this meeting was to hold a discussion with the senior Council Officers in order to try and establish which issues were preventing the overall progress.

8.15.3 The main topics of discussion were as follows:

- (a) The importance of regenerating this part of the city centre, and the key role the proposed development of the Order Land will play in this.
- (b) The Council's desire to find a solution for Wolseley by working closely with them.
- (c) Wolseley raised issues around the support provided by Business Doncaster. Senior Council officers asked Chris Dungworth of Business Doncaster to lead on providing support.
- (d) Wolseley reconfirmed their requirements for the relocation property, including needing 10,000sq.ft to retain all arms of the

business, potentially dispensing with the showroom element and sending the contracts to Sheffield, remaining 1-2 miles from Kirk Sandall and within a 2 mile radius of the existing property or in South Doncaster,

- (e) A potential relocation site (former Jewson site) was discussed and Wolseley made clear an investor would need to work with them to make the site a potentially viable option.

8.15.4 Full notes of this meeting are available at **POE/JCS/20**.

8.16 Meeting of 4 December 2023:

8.16.1 Those in attendance at this meeting were Doncaster Council, Wolseley, Gerald Eve LLP and Lambert Smith Hampton.

8.16.2 At this meeting we discussed the following items:

- (a) The list of available properties had been sent from Business Doncaster to Wolseley's Operations team. These properties still awaited feedback from Wolseley on the overall suitability.
- (b) In relation to the Jewsons site, it was confirmed that introductions had been made via Business Doncaster to local investors.
- (c) Details of Fit Out UK site on Wheatley Hall Road were being considered.
- (d) Regarding the Ten Pound Walk property, it was confirmed that the landlord wanted the whole site taken and therefore it had been discounted as an option.
- (e) Business Doncaster contacted various local agents to make them aware of the requirement for an industrial unit meeting Wolseley's criteria, and are enquiring about any potential lease breaks or terminations. Given that such properties don't remain on the market for long, this was to try and ensure that the Council would be made aware as soon as anything was about to be brought to the market.
- (f) I requested Wolseley's profits information to assist with budgeting purposes.

- (g) Gerald Eve LLP also raised the possibility of Wolseley being located in the new property being constructed as part of scheme. This was considered by the project team and senior officers and the outcome is detailed further in Scott Cardwell's proof at paragraph 11.3;

8.16.3 Notes of this call are appended to my proof at **POE/JCS/21**

8.17 Meeting of 15 January 2024

8.17.1 Those in attendance at this meeting were Doncaster Council, Wolseley and Gerald Eve LLP.

8.17.2 The items which were discussed at this meeting were as follows:

- (a) The previously discussed Fit Out UK site was discounted as the timings wouldn't work with it being a new build scheme.
- (b) The Jewson site moved on positively – a preferred bidder had been identified (a local investor) and they were working with Wolseley to see if they could agree a scheme that would be suitable for both parties with a view to Wolseley taking a lease from the investor. Wolseley requested the Council's support with any necessary planning applications as this could be a time consuming element.
- (c) Wolseley advised they were also due to view premises on Shaw Lane Industrial Estate, Doncaster, DN2 4SE (Unit 22 Shaw Lane).
- (d) I also reiterated the Councils support wherever possible to assist with their relocation.

8.17.3 Notes of this call are appended to my proof at **POE/JCS/22**.

8.18 Meeting of 5 February 2024:

8.18.1 The attendees at this meeting were the Council, Wolseley, Gerald Eve LLP and Lambert Smith Hampton.

8.18.2 The items discussed at this meeting were as follows:

- (a) Wolseley confirmed that they had put the Jewson site on the backburner as there was a large amount of work required, Wolseley estimated that there could be 6 months' worth of work

including the need for a new roof, removal of asbestos cladding and improvements to the yard and flooring. Wolseley advised that the owner of the site was prepared to refurbish the property but Wolseley felt it was marginal as to whether this should be a rebuild project, given the likely high costs of refurbishment only. Wolseley also raised concerns over the amount of racking that would be possible on site and the ability for night time deliveries.

- (b) We considered the proposed alternative premises at Unit 22 Shaw Lane Industrial Estate. Wolseley confirmed that the location is slightly inferior but acknowledged the premises had better eaves height, it had been lightly used and was refurbished so it was generally in a much better condition and no residential properties nearby. Wolseley were to supply Council with costings on the adaptations and tendered prices when available (the Council are currently awaiting these documents). Wolseley confirmed this property was generally its preferred option.
- (c) Wolseley confirmed that Unit 22 Shaw Lane was not large enough at around 9,970sq.ft to house all three elements of business, therefore the contracts side would more than likely move to Sheffield, the showroom element was questionable, and that Kirk Sandal branch may need to close in due course due to the proximity of the two units.
- (d) Gerald Eve LLP confirmed they were revisiting the freehold valuation and would pick this up.
- (e) I agreed to ask Business Doncaster to continue searching for alternative premises considering likelihood of the Jewson site falling away.
- (f) I also agreed to sound out the planning position on the trade counter use in relation to the Jewson site.

8.18.3 The full notes of this meeting are appended to my proof at **POE/JCS/23**.

8.19 Meeting of 26 February 2024:

8.19.1 The attendees at this meeting were the Council, Wolseley, Gerald Eve LLP and Lambert Smith Hampton.

8.19.2 The following items were discussed:

(a) The property at Unit 22 Shaw Lane had progressed and there were agreed Heads of Terms and Wolseley's Solicitors had been instructed. There were two options for alterations to create a trade counter and it was estimated it would be another 3 to 4 weeks to get the tenders back.

(b) I agreed to take steps to establish the planning position prior to signing the lease.

(c) It was confirmed that it may be that the contracts element of the business would go to the Sheffield branch. We understand that this is due to spatial requirements and asked Gerald Eve to advise further on this when we spoke on 21 March 2024.

(d) In relation to Wolseley's Kirk Sandal branch, it was confirmed that the preference would be to end the lease early (expires 2027) although awaiting firm decision on this.

(e) In relation to the outstanding Freehold valuation this was still to be picked up by Gerald Eve LLP.

8.19.3 Following on from this meeting, given the progress that had been made, it was agreed that we would schedule the meetings to occur on a two weekly basis in order to keep the momentum.

8.19.4 Detailed notes of this meeting are appended to my proof at **POE/JCS/24**.

8.20 Meeting of 18 March 2024:

8.20.1 The attendees at this meeting were the Council, Wolseley, Gerald Eve LLP and Lambert Smith Hampton.

8.20.2 The following items were discussed;

(a) Proposed drawings for Unit 22 Shaw Lane were with the landlord for approval.

(b) Planning application for change of use on the 22 Shaw Lane site should be submitted by Wolseley shortly. There is a 3 week

publicity period and Wolseley would not sign the lease until planning permission is granted.

- (c) Gerald Eve LLP wished to set a date to begin talking about the freehold valuation and a settlement agreement.

8.20.3 Detailed notes of this meeting are appended to my proof at **POE/JCS/25**.

8.21 Meeting of 21 March 2024:

8.21.1 The attendees at this meeting were the Council, Lambert Smith Hampton and Gerald Eve LLP.

8.21.2 The following items were discussed;

- (a) Points in principle that Wolseley would like an agreement on, to give comfort that they are accepted by the Council and enable both parties to move forward on this basis.
- (b) The Council and Lambert Smith Hampton confirmed that the Council are working to the Compensation Code whether the acquisition is by agreement or not.

8.22 Meeting of 22 March 2024:

8.22.1 The attendees at this meeting were the Council, Wolseley and Gerald Eve LLP.

8.22.2 The following items were discussed;

8.22.3 Wolseley confirmed submission of planning application on 20 March 2024. The Council confirmed this had been received and was to be validated.

8.22.4 Wolseley confirmed that the lease was progressing in the meantime with the landlord and they weren't anticipating any issues as they were not being obstructive with the proposed lease terms.

8.22.5 Agreed that all parties had done all they could regarding the planning application and that they would need to await the outcome of the process.

8.22.6 Detailed notes of this meeting are appended to my proof at **POE/JCS/27**.

Offers to Acquire

- 8.23 In addition to the multiple steps taken to assist Wolseley in locating and securing an alternative property for them to operate from, the Council have taken steps to appropriately value the property and acquire their interest by agreement.
- 8.23.1 On 27 January 2022 the Council contacted Wolseley advising of the requirement for a valuation to be undertaken to facilitate the making of an offer for the premises, requesting access if required (**POE/JCS/28**) Thomas Leech of Wolseley responded on 14 February 2022 to advise that he would deal with the liaison with the Doncaster branch regarding a valuation inspection (**POE/JCS/28A**).
- 8.23.2 On 6 April 2022 the Council made an offer to acquire the freehold interest and confirm the Council's commitment to acquiring the property. The terms of that offer were made on a without prejudice basis and so are not detailed here.
- 8.23.3 On 21 April 2022 the Council confirmed they would pay Wolseley's reasonable legal and surveyors fees associated with this matter and requested a fee quote for an independent valuation (**POE/JCS/30**).
- 8.23.4 On 17 June 2022, the Council emailed Wolseley again for update on their valuation fee quote and received no response (**POE/JCS/30A**).
- 8.23.5 On 18 July 2022, Mr Rudkin suggested a sale and leaseback option to Wolseley (Mr Leech and Mr Hayes), whereby the Council would acquire the freehold interest and lease back on favourable terms so that Wolseley were in no worse position but would have funds to make a quick deposit on a property should this be required (**POE/JCS/33**). The Council did not receive a formal response to the sale and leaseback offer.
- 8.23.6 Further requests to obtain information to open a discussion on freehold values were sent by the Council on 23 November 2022, 16 December 2022 (**POE/JCS/35**) and then at each meeting with Wolseley and their agents from July 2023. As detailed earlier, Gerald Eve LLP advised in their meeting on 21 March 2023 with Doncaster Council and Lambert Smith Hampton that a discussion on the freehold value can now be progressed.
- 8.23.7 The Council made an open offer via its agents on the scheme, Lambert

Smith Hampton to acquire the freehold interest on 21 December 2023 and is still awaiting a response (**PO3/JCS/36**).

8.23.8 On 5 March 2024, I wrote to Wolseley and their agents on the following terms (**POE/JCS/37**):

- (a) To confirm the Council's commitments to assist Wolseley with their potential relocation to Unit 22 Shaw Lane. To provide an update on the planning position in relation to their need for a trade counter.
- (b) To confirm the feedback I had received from planning in relation to the requirement for planning permission for the trade counter use, and confirming that it is likely the Local Planning Authority would be supportive of a trade counter use within the existing warehouse and that the planning application process would be around 8 weeks.
- (c) To commit the Council to acquiring the freehold interest of their property for the amount set out within the offer letter dated 21 December 2023, along with statutory payments and reimbursement of reasonable professional costs.
- (d) I also confirmed that the Council accepts that there will be a claim made under Rule 6, s5 Land Compensation Act 1961 and that the Council would reimburse all reasonable and commensurate disturbance costs.
- (e) Furthermore, I offered the opportunity to begin working on a schedule of costs / items in principle.
- (f) As can be seen at paragraph 8.21, following on from this, a meeting was held on 21 March 2024 between the Council, Lambert Smith Hampton and Gerald Eve LLP to discuss this further.

Summary of Engagement with Wolseley

8.24 The Council (and Business Doncaster) have taken significant steps to both engage and support Wolseley in a search for suitable alternative premises.

8.25 This has taken the form of both practical support in locating suitable alternative properties for consideration, regular meetings, financial support in relation to legal

and valuation costs, as well as making offers to acquire their interest in the land.

- 8.26 A significant number of properties have been presented to Wolseley, and these have met some, and at times, all of those requirements originally listed to the Council – with at least 8 properties meeting all 3 key criteria set by Wolseley.
- 8.27 The Council of course appreciates that Wolseley may not want to move from its current location to a property that does not meet every one of its requirements or until there was absolute certainty that its current premises were going to be compulsorily acquired.
- 8.28 The Council therefore feels, that on this basis, some of the units presented could have been considered suitable with the relevant business modifications suggested by Wolseley.
- 8.29 Business Doncaster frequently reported back to me with updates on the properties that had been put forward to Wolseley for their consideration. Unfortunately, Wolseley did not give the Council detailed feedback as to why properties were not deemed suitable, and therefore the Council was not in a position to refine the property search based on feedback. As such, Business Doncaster continued to send through all properties which became available, as per Wolseley's request on 19 July 2023 (**POE/JCS/16**).
- 8.30 Chris Dungworth's proof goes into further specific detail regarding the work Business Doncaster are doing to assist in the location of an alternative location for Wolseley.

9 TASKMASTER

- 9.1 The Council has been actively engaged with representatives from Taskmaster. Both parties are working to find a suitable alternative location for the business, and Business Doncaster has provided several alternative properties for consideration. The steps taken to engage with Taskmaster are set out below.
- 9.2 On 24 June 2022, the Council made initial contact with Taskmaster advising their property formed part of a change area and invited a discussion either in-person or virtually to discuss further (**POE/JCS/39**)
- 9.3 I took direct control of the correspondence with Taskmaster on 12 July 2022.
- 9.4 Taskmaster did not respond to the Council's letter of 24 June 2022, so I sent a follow up letter on 12 July 2022 (**POE/JCS/40**), again, inviting a discussion around the Council's plans.

- 9.5 I sent a further letter on 9 September 2022 requesting Taskmaster contact me as a priority and advising that my letter is not ignored as it is important that both parties discuss the matter at the earliest opportunity (**POE/JCS/41**)
- 9.6 Following this letter, an initial meeting was arranged and held via Teams on 30 September 2022. The attendees were myself and Andrew Skorupka of Taskmaster.
- 9.7 During this meeting we discussed a number of items which are set out below:
- 9.7.1 The overall CPO process as well as Taskmaster's business and property requirements.
- 9.7.2 Mr Skorupka requested that this matter is paused until January 2023 when a new sales / commercial Director would be on board as this would be more their domain.
- 9.7.3 I advised that Business Doncaster would support with their relocation search.
- 9.7.4 I advised compensation for business disturbance plus reasonable legal and surveyors fees would be included within compensation package.
- 9.7.5 A copy of the meeting notes, which were agreed by Andrew Skorupka are appended to my proof at **POE/JCS/42**.
- 9.8 On 16 December 2022, Business Doncaster sent Taskmaster a list of 10 available properties (**POE/JCS/43**). Mr Skorupka emailed me on 27th January 2023 asking for the email of 16th December to be re-sent. This was sent on 10 February 2023. Business Doncaster sent a further updated list on 1 March 2023 (containing 15 properties) (**POE/JCS/45**). These properties were taken from Business Doncaster's database and were filtered to include properties over 2,000sq.ft.
- 9.9 On 27 January 2023, Mr Skorupka contacted the Council to confirm that Taskmaster's requirement in relation to the square footage had reduced to over 1,000q.ft.
- 9.10 On 13 February 2023, Mr Skorupka emailed me to advise that the requirement to be for 800sq.ft – 1,200sq.ft and therefore, previous search requests for offices over 2,000sq.ft and then 1,000sq.ft were no longer suitable (**POE/JCS/44**).
- 9.11 Taskmaster's current requirements are therefore;
- 9.11.1 800sq.ft – 1,200sq.ft

- 9.11.2 City centre location
- 9.11.3 10 parking spaces
- 9.12 A revised list was prepared by Mr Banks of Business Doncaster and was sent to Taskmaster via email on 1 March 2023 (**POE/JCS/47**).
- 9.13 As can be seen from document (**POE/JCS/47A**) which sets out the details of the alternative relocation properties proposed by Business Doncaster to date, a significant number of private sector properties have been presented to Taskmaster 8 of these properties potentially met the requirements identified above.
- 9.14 On 11 March 2023 I received an email from Mr Skorupka confirming that 20-22 Frenchgate may be of interest but he confirmed that he also wanted further information on timescales and any financial assistance the Council may be able to provide (**POE/JCS/48**)
- 9.15 On 13 June 2023 Mr Skorupka emailed me and advised that he wanted to defer actively engaging in a search for alternative premises until there was a clearer indication of timings i.e. when mandatory to do so under CPO (**POE/JCS/49**)
- 9.16 In addition to the properties already mentioned above, as set out earlier in my proof at 5.3.3 a further available office space was identified at Kings Mews and included on the list of available properties sent to Taskmaster on 1 March 2023. I understand this has been under consideration by Taskmaster for several months, with the car parking remaining the sticking point.
- 9.16.1 Business Doncaster made enquiries with the Council's parking team to see if there is anything that can be offered from within a Council car park. However, it should be noted that there is private parking and street parking within the vicinity.
- 9.17 Another property which was viewed by representatives from Taskmaster was St. Leger Court, White Rose Way on 20 December 2023 (**POE/JCS/50**). Whilst this property is on the outskirts of the city centre, and is larger than any offices they have requested at 3,301sq.ft, it does offer a good amount of car parking and therefore the Council felt it prudent to make Taskmaster aware of the property. Taskmaster advised the Council on 7 March 2024 that the property was too big for their requirements.
- 9.18 On 30 January 2024 I sent details of space on offer at Doncaster Business Innovation Centre to Darren Chandler at Taskmaster (**POE/JCS/51**). This is a

multi-let office accommodation with a good amount of car parking. It is located slightly outside the city centre, very close to St Leger Court. There are a variety of rooms available, and Darren Chandler viewed the premises on 27 February 2024. I followed up for feedback on 28 February 2024 (**POE/JCS/52**) and was advised by Taskmaster on 7 March that DBIC wasn't suitable for a "number of reasons". (**POE/JCS/54**).

9.19 On 28 February 2024, I requested further detail from Taskmaster to try and ascertain if the 10 parking spaces are all for staff, or if some is visitor parking. (**POE/JCS/52**). On 5 March I contacted Taskmaster again requesting a response to my email of 28 February and set out my understanding of the current position with regard to their interest in Kings Mews, St Leger Court and DBIC and their preferred option (**POE/JCS/53**). On 7 March 2024 I received an email from a different contact at Taskmaster advising that they were now looking after the relocation, and that St Leger Court and DBIC were not suitable (as detailed above at paragraphs 9.17 and 9.18). It was confirmed that Kings Mews was the better location and they would need 8 parking spaces comprising 6 for staff and 2 for visitors (**POE/JCS/54**).

9.20 Council car park season ticket options were sent via email to Taskmaster on 18 March 2024 (**POE/JCS/55**). Taskmaster responded to my email on 19 March 2024 advising that the opening times in one location (Colonnades car park off Duke Street) weren't suitable and the other alternative, CCQ multi storey car park off College Road, was a little further away than desired (**POE/JCS/55A**). I therefore responded on the same day suggesting enquiries could be made with Frenchgate multi storey car park and NCP car parks for their tariffs (**POE/JCS/55B**).

9.21 Following a phone call with Andrew Skorupka on 20 March 2024, I understand that Taskmaster have sourced their own car parking and are progressing well with a potential lease at Kings Mews.

Offers of Compensation

9.22 On 6th March 2024, I wrote to Natasha Lamptey of CBRE, appointed to represent Taskmaster, making an offer in return for their confirmation that their client will terminate their lease of Unit 4 Trafford Court on 31 August 2024 (contractual expiry of their current lease, although the lease is a protected tenancy) (**POE/JCS/58**).

9.23 By virtue of the lease, there are a number of routes to termination, all of which would carry a level of compensation for Taskmaster which are set out below:

9.23.1 If the lease were to be terminated under ground F S.30 Landlord and

Tenant Act 1954, the entitlement would be x2 rateable value compensation.

9.23.2 If the lease were to be terminated under ground D S.30 Landlord and Tenant Act 1954, and the landlord offers suitable alternative accommodation which is provided before the S.25 notice expires or the current lease is terminated by the Court (if necessary), then no compensation is payable If the landlord is successful on this ground.

9.23.3 If the lease is acquired by virtue of this CPO and under CPO rules, Taskmaster would be entitled to a statutory loss payment, reasonable and commensurate Rule 6 disturbance costs and reimbursement of reasonable professional costs.

9.24 The Council have committed that it would seek to pay the higher of the 3 amounts plus continue to work with Taskmaster in its relocation search. Given that the Council would be waiving the opportunity to obtain vacant possession without the payment of compensation, this offer was strictly on the basis that Taskmaster confirmed they would vacate on lease expiry and their objection to the Scheme would be withdrawn.

Summary of the correspondence with Taskmaster relating to alternative premises to date

9.25 As well as the information provided above, a timeline of all correspondence with the Council and Taskmaster has been prepared which demonstrates that the Council has been actively engaged with Taskmaster (**POE/JCS/57**).

9.26 Chris Dungworth has prepared a proof on behalf of Business Doncaster which sets out the work they have undertaken and provides further detail on the properties offered to Taskmaster and any correspondence between Taskmaster and Business Doncaster directly.

9.27 The Council appreciates that Taskmaster may not want to move from its current location to a property that does not meet every one of its requirements or until there was absolute certainty that its current premises were going to be compulsorily acquired.

9.28 However, the Council considers that suitable potential alternative options have been provided and that it is taking a comprehensive approach to assist and support relocation.

9.29 The Council is confident that it continues to act appropriately in trying to find suitable alternative accommodation for Taskmaster.

10 RESPONSES TO THE LIST OF REPRESENTATIONS

10.1 Wolseley Objection

10.2 Response to Ground 1: Central location of the Property

‘Wolseley runs a highly successful town centre based operation from the Property, which is centrally located for pedestrian and non-pedestrian customers and benefits from an unloading area and visitor car parking for up to 10 vehicles. Wolseley does not wish to be deprived of the Property as there are no options in the market that can replicate the utility it provides our client’

10.2.1 As set out in detail in paragraph 8 above, the Council and Business Doncaster have worked hard to locate properties that meet the specific list of requirements, which were initially presented to the Council on 14 February 2022 and then reconfirmed at subsequent meetings (**POE/JCS/12**).

10.2.2 As can be seen from (**POE/JCS/8**) a significant number of private sector properties have been presented to Wolseley, and these have met some of those requirements. Further details in relation to the properties offered to Wolseley, and why these were offered, are included in Chris Dungworth’s proof of evidence at paragraph 3.

10.2.3 However, despite not meeting the full list of requirements, I am of the view that some of the properties presented could have been suitable alternative premises for Wolseley.

10.2.4 The Council notes that enquiries have been made by Wolseley in respect of the former Jewsons site and more recently in respect of Unit 22 Shaw Lane.

10.2.5 The Council appreciates that the availability of centrally located units is scarce, however I consider that the Council has taken a comprehensive approach to assist and support re-location.

10.3 Response to Ground 2: Insufficient support from the Council

*“**Lack of formal undertaking on costs** – Wolseley has yet to receive a formal legal undertaking to protect its exposure to costs in taking advice on the*

statutory processes and its entitlement to claim compensation under the “Compensation Code” and the request to find and secure alternative accommodation. Although the undertaking has not been forthcoming, Wolseley has appointed Gerald Eve to advise on compensation matters and has appointed Lambert Smith Hampton to conduct a search for suitable premises on the basis that it had to search at its own risk to try and avoid a situation where it would be without relocation premises and continuity of trade. LSH’s search commenced in September 2022 and Wolseley has remained flexible in its search criteria for a warehouse/trade counter unit with parking of between 10,000 – 25,000 sq. ft. without success to date (see 2b below).

Council-owned and third-party relocation options – *The Council has not provided any relocation options within its control. It is likely to be the largest landowner in the City and therefore it could have presented off-market options to reduce the risk of the branch closing and employment opportunities for residents being lost. Negotiations between the Council and Wolseley commenced in August 2022 and there have been no Council owned properties put forward.*

The Council has, from time-to-time, forwarded details of a number of sites in third party ownership in Doncaster, one of which in Total Park Doncaster which was 40,000 sq. ft (well above Wolseley’s criteria), and another at Woodfield Way which was unavailable. Details of several additional properties were sent in November 2022 and between January and June 2023 by the Council but these were unsuitable for Wolseley due to their positioning.”

- 10.3.1 The representations from Wolseley on this ground is split in two parts: lack of formal undertaking on costs; and Council owned and third-party relocation options.
- 10.3.2 In respect of Wolseley’s representation that a formal undertaking for costs has not been provided, the Council has been clear that it would meet Wolseley’s professional costs in relation to its relocation. On 12 May 2023 the Council received an email from Gerald Eve LLP, requesting an initial undertaking for legal and professional fees (CD/37). Fees were agreed on 27 June 2023 with confirmation that a formal undertaking would follow in due course. Following completion of the Council’s governance procedure the formal undertaking was provided on 22 November 2023 (CD/42).

- 10.3.3 As such, I am satisfied that the Council has engaged with Wolseley's representative and provided a formal undertaking for costs.
- 10.3.4 Turning to the second point raised in this ground of objection, in respect of Council-owned and third-party relocation options, the Council has made diligent enquiries via Business Doncaster, for example sending out Wolseleys requirements to local agents and following these lines of enquiry frequently; however, the Council does not have any Council-owned properties that are suitable to offer to Wolseley. For completeness, the Council is aware of a proposed industrial scheme at Lakeside close to Junction 3 of the M18 but the timescales do not match the programme for the delivery of this Scheme, as the Lakeside development has not yet commenced, Initially, the Council understood that the anticipated completion for the units being constructed on site was the end of 2024. However, given that the proposed scheme is not yet designed let alone construction work commenced this date is likely to be pushed back further. Practical completion would therefore be too late for Wolseley in the context of this Scheme.
- 10.3.5 In respect of third-party relocation options, the Council has worked diligently to support Wolseley in identifying suitable sites and has utilised Council resources where possible to expedite enquiries. As evidenced by the list of relocation options (**POE/JCS/8**) the Council has taken extensive steps to identify and present potential relocation options, recognising that meeting the full relocation criteria has been particularly challenging based on the available properties.
- 10.3.6 Further details in relation to the relocation properties offered to Wolseley, as well as why the Council considered these properties to be suitable, is included in Chris Dungworth's evidence at paragraph 3 and as set out in paragraph 8 in my proof above.

10.4 Response to Ground 3: Loss of employment opportunities for longstanding employees:

"There are 12 permanent employees based at the Property. The length of employment for current employees ranges from 10 months to 35 years, with the average employment length being 12 years. Extinguishment of the branch is likely to result in long-term employees may lose their jobs if they cannot be transferred to other locations.

Furthermore, if alternative accommodation is found, employees at the Property may be unable to transfer if the alternative location is far from the Property. The properties that have been proposed by the Council have been unsuitable to date and would result in employees searching for alternative employment.”

10.4.1 As set out in paragraphs 8, 10.2.1 and 10.2.2 above, the Council continues to work with Wolseley to assist in relocation of its premises. For the reasons set out above, the Council considers that suitable potential alternative premises options have already in fact been provided. The Council notes, as per evidence provided by Business Doncaster (see paragraph 3 in Chris Dungworth’s evidence), that whilst previously Wolseley rejected potential alternative(s) on or around Shaw Lane Industrial Estate, Doncaster, DN2 4SE they are now making enquiries in respect of Unit 22 on the same estate previously rejected.

10.4.2 The Council is confident that an agreeable location for Wolseley will be found and the Council continues to work with Wolseley and is committed to assisting them to relocate to suitable alternative premises. The costs of doing so and any loss in trading during this period will be compensated in accordance with the statutory provisions.

10.5 Response to Ground 4: Profitability

“ The branch is one of the most profitable stores, ranked 10th out of 429 Wolseley owned branches. It has an estimated annual sales revenue of approximately £5.7m. Due to the profitability of the store, if extinguishment were the case the result of this would be several times more expensive than if relocation were to occur.”

10.5.1 The Council recognises Wolseley’s comment within its objection letter that this branch is one of Wolseley’s top ranked branches, with an estimated annual sales revenue of approximately £5.7m.

10.5.2 As set out in paragraphs 8, 10.2.1 and 10.2.2, the Council continues to work with Wolseley and is committed to assisting in locating and securing suitable alternative premises.

10.5.3 Statutory provisions set out the basis on which Wolseley will be compensated by the Council; and as such, it is in the interest of the Council to take every reasonable step to reduce these as much as possible, which I am satisfied the Council is doing.

10.6 Response to Ground 5: The Scheme

10.6.1 This has been addressed within the evidence of Scott Cardwell at paragraphs 11.1 to 11.3.

10.7 Response to Ground 6: Customer Base

“The branch is one of the leading builders/plumbing merchants in Doncaster, with many trades related industries relying on it for supply of their products and approximately 350 trade accounts administered from the Property. If the branch were to relocate, Wolseley is likely to struggle to retain its customer base in this location without the offer of incentives and could consequently lose them to local competitors. The relative proximity of its competitors is could result in repeat customers moving their custom to competing businesses.”

10.7.1 The Council notes Wolseley representations in respect of the branch being a leading builders/plumbing merchants in Doncaster and concerns regarding retaining customer base and competitors.

10.7.2 The Council will be required to compensate Wolseley in accordance with statutory provisions. It is therefore in the interest of the Council to take every reasonable step to reduce these as much as possible. The Council has provided evidence of support to Wolseley in identifying potential relocation premises in order that any such potential implications can be mitigated as far as possible.

10.8 Response to Ground 7: Interference with Human Rights / Public Sector Equality Duty

10.8.1 This has been addressed within the evidence of Scott Cardwell at paragraph 11.4.

10.9 Taskmaster Objection

10.10 Response to Ground 1: Justification for the Order

“In terms of the Interest Owner, insufficient consideration has been given by the Acquiring Authority to the impact of displacing a company which makes a substantial contribution to the local economy and whose purpose is to provide employment for the local economy and replacing it with soft landscaping. This is, at least arguably contrary to, policy 4 of the Doncaster Local Plan 2021 ... which states “Where possible existing land and premises used for offices, research and development and light industrial (Use Class E(g)) will be retained.”...As the

Scheme does not have planning permission, this affects the planning arguments which are relevant in the Confirming Authority's considerations as to whether to confirm the Order. Without seeing the indicative or approved layout it is difficult to understand why the Scheme needs another 3000 m2 of soft landscaping, to provide a green urban space in the city centre (as stated in the Statement of Reasons) when the Gateway Office part of the Scheme already consists of 2600 m2 of public realm/landscaping. The Statement of Reasons does not provide any detail on what is being done, apart from building the Scheme, to attract the kind of investment that the Acquiring Authority wants in Doncaster City Centre. There is insufficient information in the Statement of Reasons to demonstrate a compelling case in the public interest for the Order".

10.10.1 This has been addressed within the evidence of Scott Cardwell at paragraphs 12.1 to 12.5.

10.11 Response to Ground 2: Duty to Negotiate / Treat Compulsory Purchase as a means of last resort

"The Acquiring Authority has not discharged its duty to negotiate and cannot prove that the compulsory acquisition was a means of last resort or even necessary at this time.

The authority's contact with the director of Interest Owner has been sporadic and has consisted of one substantive phone call, one set of suggested locations and a few emails. It is not correct to say that, as set out in the Statement of Reasons, the Acquiring Authority has held regular meetings with the Interest Owner. Information about when the Interest Owner would have to move or start looking for properties has been vague in discussions with the Acquiring Authority and the Interest Owner had no real opportunity to make plans before he received notification of the Order. The Acquiring Authority to date has not made any monetary offer to the Interest Owner or any direct offer to cover the Interest Owner's costs in engaging professional help to negotiate a settlement. The above is not in keeping with the CPO guidance as set out above."

10.11.1 The Council has been actively seeking to acquire Taskmaster's interest by agreement and find suitable property for Taskmaster to relocate to. This is set out in paragraphs 9 above.

10.11.2 Specifically with regards to an offer on costs, CBRE submitted an

undertaking request to the Council on 27 October 2023. On 22 November 2023, the Council asked for clarification in relation to the undertaking request. Correspondence from Ms Lamptey at CBRE was received on 23 February 2024 (CD/43), and the Council provided an undertaking on 13 March 2024.

10.11.3 Further, the Council remain committed to agreeing a voluntary acquisition of Taskmaster's interest and will continue to engage on this basis.

10.12 Response to Ground 3: Planning

10.12.1 This has been addressed within the evidence of Scott Cardwell at paragraph 12.6.

10.13 Response to Ground 4: Human Rights and Public Sector Equality Duty

10.13.1 This has been addressed within the evidence of Scott Cardwell at paragraphs 12.8 (referencing paragraph 11.4).

10.14 Response to Ground 5: Funding

10.14.1 This has been addressed within the evidence of Neil Firth at paragraph 5.3.

11 ASSESSMENT AGAINST CPO TESTS

11.1 I am aware that the Secretary of State will expect the Council to demonstrate that it has taken reasonable steps to acquire all of the land and rights included in the order by agreement.

11.2 As demonstrated by the evidence set out in this proof of evidence, I believe this test is satisfied because the Council has sought to negotiate voluntary acquisition of all private interests and achieved that in part and continues to negotiate with those outstanding to secure appropriate relocations where required. However, it was necessary to make the CPO to secure acquisition of those remaining interests where voluntary acquisition has not, so far, proved possible, and to secure delivery of the Scheme in a timely manner.

12 SUMMARY CONCLUSIONS

12.1 As my Proof has set out, the Council has sought to acquire the Order Land wherever possible by means of agreement rather than by compulsory purchase. To do so, the Council has taken the necessary steps in relation to the land referencing to ensure all owners, lessees, tenants and occupiers were captured as part of the Schedule.

- 12.2 By doing so, I am of the view that this has enabled the Council to have discussions with those impacted by the CPO to negotiate the acquisition of interests by agreement where possible, and to provide assistance with relocation.
- 12.3 When considering the objectors specifically, namely, Wolseley and Taskmaster, the Council and Business Doncaster have at all times remained actively engaged with the relevant company representatives to assist with relocation efforts and to try and agree a purchase of their freehold interest.

Wolseley

- 12.4 The Council, along with Business Doncaster, have been engaged with Wolseley since September 2021 and has more recently been having 3-weekly meetings to work through the alternative premises options. As a result, we have been able to offer in total 34 properties, 8 of which have substantively met all the key requirements.
- 12.5 It is in my opinion that as a result of this regular contact we have been able to proactively work with Wolseley to assist in their search of alternative premises, which has ultimately led to them pursuing the potential relocation at the Unit 22 Shaw Lane property.

Taskmaster

- 12.6 Similarly, the Council, along with Business Doncaster, have been engaged with Taskmaster for a significant period since 24 June 2022. As a result, we have been able to offer multiple properties, 8 of which have substantively met all the key requirements.
- 12.7 As a result of this, we understand Taskmaster are pursuing the potential relocation at the Kings Mews property.

Compliance with CPO Guidance

- 12.8 As already set out in my proof, the CPO Guidance states that powers to compulsorily purchase land are intended to be used as a method of last resort. As such, the Council is expected to take reasonable steps to acquire all interests in the Order Land by agreement. I am confident those reasonable steps have been taken to date, and the Council has sought to acquire the Order Land wherever possible by means of agreement rather than by compulsory purchase, and it continues to liaise with all interest holders.
- 12.9 However, the CPO Guidance also recognises that if an acquiring authority waits

for negotiations to break down before starting the compulsory purchase process, valuable time may be lost. Both my Proof and the Proof of Neil Firth demonstrates, that in the context of this CPO, the delivery timing is key to ensure the Council is able to obtain the full Towns Deal funding required to deliver the Scheme, and so the Council is proceeding with the CPO in parallel with continued negotiations.

- 12.10 Whilst the Council has made considerable efforts to assist in the relocation, these attempts remain ongoing and so, despite best efforts, it was necessary for the Council to make the CPO to secure acquisition of those remaining interests where voluntary acquisition has not, so far, proved possible, and to secure delivery of the Scheme in a timely manner.
- 12.11 I will continue to take steps in relation to the support of the Council and Business Doncaster ensuring this remains available to all interest holders throughout the compulsory purchase process and beyond.