A. FINANCIAL IMPACT

1. The Promoter’s desired aim, where appropriate, is to mitigate the impacts of the GARL scheme on affected businesses. At a basic level, this must entail gaining a clear picture of the interaction between the various businesses on a particular site, including ownership, tenancy and trading information. The Promoter has asked for this information on a number of occasions from the Objectors and, for the Objectors’ own reasons, these details have not been provided to the Promoter and the Objectors’ witness statement is the first time any such information has been made available for consideration.

2. The Objectors should be aware of the compensation provisions available to the affected parties within the GARL Bill. At the appropriate juncture it is obviously for affected parties to substantiate the level of their claim for business disturbance/ extinguishment. The Promoter is aware that the Objectors have carried out some work in this regard. To assist in resolving the Objection the Promoter has requested information in this regard repeatedly during the last six months and the Objectors’ witness statement is the first time information has been made available for consideration. The information provided relates to matters of compensation which require to be dealt with in accordance with the provisions outlined below, but the Promoter is happy to continue to work with the Objectors to discuss these matters and may require further information from the Objectors.

3. The Bill as drafted provides for compensation provisions to affected parties in relation to the acquisition of their property and consequential losses arising from that acquisition. The Compensation Code as applied by the Bill is well established and is of national application. It is not appropriate for the Promoter to comment at this stage on the individual merits of any claim for compensation which an Objectors’ may or may not have. Where a claim for compensation is justified, the Promoter will endeavour to negotiate with the Objectors concerned with a view to reaching agreement. In the event that such an agreement cannot be reached, the Objectors
have the option to refer the claim to the Lands Tribunal for Scotland for formal determination.

4. In respect of all matters concerning compulsory purchase and compensation, the Promoter refers the Objectors to its Policy Paper on Compulsory Purchase & Compensation dated 2 May 2006, which has been lodged with the Scottish Parliament and is available to view on the Promoter’s GARL website (see http://shandwick.fs-server.com/spt/documents.php).

Witnesses
The witness for the Promoter on this topic is Paul Irving, Partner, John Kennedy & Co.

The Promoter estimates its evidence on this topic lasting 10 minutes.

B. COMPULSORY PURCHASE PROVISIONS

5. For the sake of clarity, the Promoter will not utilise any potential powers of compulsory acquisition within the GARL Bill to procure land elsewhere to offset that taken by the Rail link in respect of the Objectors. The Promoter’s evidence to the Committee on 22 May 2006 confirms this point. The Promoter will of course be guided by the recommendations of the Committee; however we are confident that there has been demonstrated no overwhelming case in the public interest to utilise the powers of compulsory acquisition in this way in respect of the affected parties within the Murray Street area.

6. On the use of conditional offers to source additional land, again for the sake of clarity, the Promoter will not be pursuing this, and certainly not in the absence of any irrefutable information to make this course of action appropriate. In common with normal compulsory acquisition rules, it is of course open to affected parties to procure other land (albeit perhaps on a conditional basis) and to include the costs for this within their claim for compensation.

7. The issues surrounding the relocation of the warehousing complex and subsequent reconfiguration of the lost car parking space was one of a number of issues touched on at the meeting on 14 March 2006 between the Promoter and Objectors. For the avoidance of doubt it is not the intention of the Promoter to actively pursue opportunities to relocate the warehousing complex currently attributed to Datastore Solutions Limited, which the Promoter understands is unused at present. The Promoter is interested in continuing discussions with the Objectors over the prospects for re-configuration of the Airlink security parking site within the remainder of the JM Estates footprint. It will be a matter for the Objectors as to whether they feel it is appropriate to take steps to secure alternative provision for the warehousing in light of the compensation which will be payable in respect of loss of land.
8. With the Bill now having successfully negotiated the preliminary stage of the Parliamentary process, the Promoter will shortly be appointing property surveyors to assist with the potential compensation negotiations. The Promoter is keen, on a practical level, to co-operate with the Objectors in a space planning exercise on the footprint of the Airlink Group site so as to determine whether any appropriate measures in mitigation can be taken forward. To this end the Promoter would need to have full information on the details of the leasing and other arrangements in relation to Airlink Security Park Limited and Datastore Solutions Limited.

9. The Promoter is acutely aware that the compulsory acquisition of property can only be justified if there is a compelling case in the public interest (reinforced by the virtue of Article 1 of protocol 1 to the European Convention on Human Rights). To disappropriate one landowner in order to relocate another is to discriminate in favour of a particular individual or company and offends against this general principle. In the case of private landowners, the Promoter would suggest that the Compensation Code applied by the Bill would provide for compensation for land lost and also the expenses involved in acquiring and relocating to new premises.

10. Whilst it is accepted that exceptions have been made in certain circumstances, we are not convinced that the Objectors’ particular situation warrants this approach.

11. The case law relating to Section 90 of the 1845 Act (which was the same language as the bill) makes it clear that, firstly, a house includes business premises and secondly, that it includes open land adjoining a building if that was necessary for the convenient enjoyment of the building.

12. Further, the rights of affected parties to claim compensation in respect of severance or injurious affection are not affected by the provision of the bill.

13. The Bill gives authority to the Promoter to compulsorily acquire the land required for the maintenance of the scheme and within the limits of deviation shown on the Parliamentary plans. Whilst there are provisions for acquisition of specified areas of land and rights outside the limits of deviation these are generally in respect of land required either for access for construction and thereafter maintenance or alternatively for temporary possessions.

Witnesses
The witness for the Promoter on this topic is Paul Irving, Partner, John Kennedy & Co.

The Promoter estimates its evidence on this topic lasting 10 minutes.
C. ACCESS (JM ESTATES (SCOTLAND) LIMITED)

14. The Promoter fully appreciates the potential impact on the Objectors’ businesses (and those of their tenants) in relation to the access off Clark Street (Plot 100 as shown on the Maps, Plans and Sections). Where appropriate the Promoter will seek to ensure that matters can be resolved and written agreements reached to the satisfaction of all parties where possible. The Promoter however, can confirm that the provisions of the Bill only seek to authorise the acquisition of the right of access over plot 100 for construction purposes. The Promoter is not seeking powers to acquire the plot or to interfere with the Objectors’ current rights of access.

15. Whilst the road closures and associated works required for GARL are subject to detailed design and further discussions with the local Roads Authority (Renfrewshire Council), the Promoter would seek to maintain access to all residents and businesses as appropriate. Any proposed restrictions to Clark Street would require consultation with Renfrewshire Council as Roads Authority and include necessary alternative diversion route(s). At no time would the Promoter seek to prevent access to the Objectors’ place of business.

16. The Promoter notes that the Objectors’ property currently has two access points off Clark Street: an existing operational access on Clark Street (access 1) covered by plot 100 and a further access on Clark Street which is located to the east of the existing operational access, which does not appear to be used on a daily basis (access 2). As indicated above, the Bill only seeks to authorise the acquisition of the right of access over plot 100 for construction purposes. As such, the existing access rights of the Objectors would not be materially affected. However, for whatever reason, should access 1 be impeded by the authorised works, the Objectors could take access to their property via access 2, in order to keep construction traffic separate from general traffic. The Bill therefore provides adequate flexibility to ensure that access to the Objectors’ property is maintained throughout the construction period. Any alternative access arrangements would be developed with the full agreement of the Objectors’ and approval of Renfrewshire Council as Roads Authority.

17. The Promoter has made provision to minimise disturbance and manage construction impacts through a Code of Construction Practice (“CoCP”). The current draft CoCP¹ will also be updated to incorporate specific mitigation measures relating to individual properties/ parties (some of which reflect commitments made in the Promoter’s Environmental Statement) as the Bill progresses through the Scottish Parliament and beyond towards construction of the Rail Link, assuming it receives Parliamentary approval. The Promoter has also prepared and lodged with the Scottish Parliament a

Policy Paper on the CoCP\(^2\), which Policy Paper explains, among other things, how the CoCP will be finalised and enforced so that commitments made by the Promoter are indeed delivered by the authorised undertakers and its contractors. The CoCP includes specific limits for construction activities, including impacts on Public and Private Highways, and requires that if these are exceeded then appropriate mitigation measures will be implemented.

18. The Promoter notes that Airlink Security Park Limited at paragraph 5 on page 2 of their witness statement refers to loss of amenity during construction phase and the environmental impact of dust associated with this. It is the Promoter’s position that this issue was not raised in the original objection. Therefore the Promoter offers no further comment in this regard other than that contained within the ES and CoCP.

Witnesses

The witnesses for the Promoter on this topic are:

Ian Dudgeon, Regional Director, Faber Maunsell
Ian Watson  Regional Director, Faber Maunsell.

The Promoter estimates its evidence on this topic lasting 15 minutes.

D. COMPULSORY PURCHASE PROVISIONS (JM ESTATES (SCOTLAND) LIMITED)

19. For the sake of clarity, the Promoter does not propose to utilise any potential compulsory acquisition powers within the GARL Bill to procure land elsewhere to offset that taken by the Rail link. The Promoter’s evidence to the Committee on 22 May confirms this point. The Promoter will of course be guided by the recommendations of the Committee; however we are confident that there has been demonstrated no overwhelming case in the public interest to utilise the compulsory acquisition powers in this way in respect of the affected parties within the Murray Street area.

20. On the use of conditional offers to source additional land, again for the sake of clarity, the Promoter will not be pursuing this, and certainly not in the absence of any irrefutable information to make this course of action appropriate. In common with normal compulsory acquisition rules, it is of course open to affected parties to procure other land (albeit perhaps on a conditional basis) and to include the costs for this within their claim for compensation.

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\(^2\) Lodged with the Scottish Parliament and posted on the Promoter’s Glasgow Airport Rail Link website in the “Document downloads” section (see http://shandwick.fs-server.com/spt/documents.php)
21. For the avoidance of doubt it is not the intention of the Promoter to actively pursue opportunities to relocate the warehousing complex currently attributed to Datastore Solutions Limited, which we understand to be unused at present. The Promoter is interested in continuing discussions with the Objectors’ over the prospects for reconfiguration of the Airlink security parking site within the remainder of the JM Estates footprint. It will be a matter for the Objectors’ as to whether they feel it is appropriate to take steps to secure alternative provision for the warehousing in light of the compensation which will be payable in respect of loss of land.

22. With the Bill now having successfully negotiated the preliminary stage of the Parliamentary process, the Promoter will shortly be appointing property surveyors to assist with the potential compensation negotiations. The Promoter is keen, on a practical level, to co-operate with the Objectors’ in a space planning exercise on the footprint of the Airlink Group site so as to determine whether any appropriate measures in mitigation can be taken forward. To this end the Promoter would need to have information on the tenancy details of Airlink Security Park Limited and Datastore Solutions Limited.

23. The Promoter is acutely aware that the compulsory acquisition of property can only be justified if there is a compelling case in the public interest (reinforced by the virtue of article 1 of protocol 1 to the European Convention on Human Rights). To disappropriate one landowner in order to relocate another is to discriminate in favour of a particular individual and offends against this general principle. In the case of private landowners, the Promoter would suggest that the compensation code applied by the Bill would provide for compensation for land lost and also the expenses involved in acquiring and relocating to new premises.

24. Whilst it is accepted that exceptions have been made in certain circumstances, the Promoter is not convinced that the Objectors’ particular situation warrants this approach.

Witnesses
The witness for the Promoter on this topic is Paul Irving, Partner, John Kennedy & Co.

The Promoter estimates its evidence on this topic lasting 10 minutes.

E. IMPACT ON BUSINESS (JM ESTATES (SCOTLAND) LIMITED)

25. The Promoter notes the Objectors’ concerns that the GARL project will result in a loss of rental income as well as other financial implications for the Objectors’ business. The Promoter has made the Objectors’ aware of the compensation provisions available to the affected parties within the GARL Bill. For further information on the Promoter’s position regarding compensation issues, see the Promoter’s response to Issue A, above.
Witnesses
The witness for the Promoter on this topic is Paul Irving, Partner, John Kennedy & Co.

The Promoter estimates its evidence on this topic lasting 5 minutes.

F. REDUCTION IN HOUSE VALUE (JM ESTATES (SCOTLAND) LIMITED)

26. The case law relating to Section 90 of the Lands Clauses Consolidation (Scotland) Act 1845 (which was the same language as the bill) makes it clear that, firstly, a house includes business premises and secondly, that it includes open land adjoining a building if that was necessary for the convenient enjoyment of the building.

27. Further, the rights of affected parties to claim compensation in respect of severance or injurious affection are not affected by the provision of the Bill.

28. The Bill gives authority to the Promoter to compulsorily acquire the land required for the maintenance of the scheme and within the limits of deviation shown on the Parliamentary plans. Whilst there are provisions for acquisition of specified areas of land and rights outside the limits of deviation these are generally in respect of land required either for access for construction and thereafter maintenance or alternatively for temporary possessions.

Witnesses
The witness for the Promoter on this topic is Paul Irving, Partner, John Kennedy & Co.

The Promoter estimates its evidence on this topic lasting 5 minutes.

G. ACCESS (DATASTORE)

29. Please refer to the Promoter’s response at issue C above.

H. IMPACT ON SITE (DATASTORE)

30. Please refer to the Promoter’s response at issue C above.

I. COMPULSORY PURCHASE PROVISIONS (DATASTORE)

31. For the sake of clarity, the Promoter does not propose to utilise any potential compulsory acquisition powers within the GARL Bill to procure land elsewhere to offset that taken by the Rail link. The Promoter’s evidence to the Committee on 22 May 2006 confirms this point. The Promoter will of course be guided by the recommendations of the Committee; however we are confident that there has been demonstrated no overwhelming case in the public interest to utilise the compulsory
acquisition powers in this way in respect of the affected parties within the Murray Street area.

32. On the use of conditional offers to source additional land, again for the sake of clarity, the Promoter will not be pursuing this, and certainly not in the absence of any irrefutable information to make this course of action appropriate. In common with normal compulsory purchase rules, it is of course open to affected parties to procure other land (albeit perhaps on a conditional basis) and to include the costs for this within their claim for compensation.

33. The issues surrounding the relocation of the warehousing complex and subsequent reconfiguration of the lost car parking space was one of a number of issues touched on at our meeting on 14 March between the Promoter and the Objectors. For the avoidance of doubt it is not the intention of the Promoter to actively pursue opportunities to relocate the warehousing complex currently attributed to Datastore Solutions Limited, which we understand to be unused at present. The Promoter is interested in continuing discussions with the Objectors’ over the prospects for reconfiguration of the Airlink security parking site within the remainder of the JM Estates footprint. It will be a matter for the Objectors as to whether they feel it is appropriate to take steps to secure alternative provision for the warehousing in light of the compensation which will be payable in respect of loss of land.

34. With the Bill now having successfully negotiated the preliminary stage of the Parliamentary process, the Promoter will shortly be appointing property surveyors to assist with the potential compensation negotiations. The Promoter is keen, on a practical level, to co-operate with the Objectors in a space planning exercise on the footprint of the Airlink Group site so as to determine whether any appropriate measures in mitigation can be taken forward. To this end the Promoter would need to have information on the tenancy details of Airlink Security Park Ltd and Datastores Solutions Ltd.

35. The Promoter is acutely aware that the compulsory acquisition of property can only be justified if there is a compelling case in the public interest (reinforced by the virtue of article 1 of protocol 1 to the European Convention on Human Rights). To disappropriate one landowner in order to relocate another is to discriminate in favour of a particular individual and offends against this general principle. In the case of private landowners, the Promoter would suggest that the compensation code applied by the Bill would provide for compensation for land lost and also the expenses involved in acquiring and relocating to new premises.

36. Whilst it is accepted that exceptions have been made in certain circumstances, we are not convinced that your particular situation warrants this approach.

37. The case law relating to Section 90 of the 1845 Act (which was the same language as the bill) makes it clear that, firstly, a house includes business
premises and secondly, that it includes open land adjoining a building if that was necessary for the convenient enjoyment of the building.

38. Further, the rights of affected parties to claim compensation in respect of severance or injurious affection are not affected by the provision of the bill.

39. The Bill gives authority to the Promoter to compulsorily acquire the land required for the maintenance of the scheme and within the limits of deviation shown on the Parliamentary plans. Whilst there are provisions for acquisition of specified areas of land and rights outside the limits of deviation these are generally in respect of land required either for access for construction and thereafter maintenance or alternatively for temporary possessions.

Witnesses
The witness for the Promoter on this topic is Paul Irving, Partner, John Kennedy & Co.

The Promoter estimates its evidence on this topic lasting 5 minutes.