

M25 junction 28 improvement scheme

TR010029

9.115 Applicant's comments on the Garden of Peace's Deadline 7 submission

Rule 8(1)(k)

Planning Act 2008

Infrastructure Planning (Examination Procedure) Rules 2010

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M25 junction 28 scheme

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1. Purpose and structure of this response

- 1.1.1 This document provides the comments of the applicant, Highways England, in response to Savills on behalf of the Trustees of the Gardens of Peace's Response to Deadline 6 submissions and written summary of oral submissions put at Issue Specific Hearing 3 (REP7-038) submitted to the Examining Authority (ExA) on or before Deadline 7 (20 May 2021).
- 1.1.2 Highways England has sought to provide comments where it is helpful to the Examination to do so, for instance where a representation includes a request for further information or clarification from Highways England or where Highways England considers that it would be appropriate for the Examining Authority (ExA) to have Highways England's views in response to a matter raised by an Interested Party in its representations. Where issues raised within a representation have been dealt with previously by Highways England, for instance in response to a question posed by the ExA in its first round of written questions or within one of the application documents submitted to the Examination, a cross reference to that response or document is provided to avoid unnecessary duplication. The information provided in this document should, therefore, be read in conjunction with the material to which cross references are provided.
- 1.1.3 Highways England has not provided comments on every point made within the representation (for instance, Highways England has not responded to comments made about the adequacy of its pre-application consultation given that Highways England has already provided a full report of the consultation it has undertaken as part of its application for the Development Consent Order (DCO)) and the Planning Inspectorate has already confirmed the adequacy of the pre-application consultation undertaken when the application was accepted for Examination. In some cases, no comments have been provided, for instance, because the written representation was very short, or because it expressed objections in principle to the Scheme or expressions of opinion without supporting evidence.
- 1.1.4 For the avoidance of doubt, where Highways England has chosen not to comment on matters raised by Interested Parties, this is not an indication Highways England agrees with the point or comment raised or opinion expressed.

2. REP7-038 Gardens of Peace Deadline 7 submission

2.1 Response to Deadline 6 submissions

Response reference:	Question	Highways England Response
REP7-038-01	<p>REP5-066-01: <i>Highways England provided a draft tri-party agreement between Highways England, The Trustees (“the Trustees”) for the Gardens of Peace Muslim Burial Cemetery and Cadent Gas Limited (“Cadent”) on 14 April 2021, of which receipt has been acknowledged by all parties.</i></p> <p><i>The draft agreement is intended to document the outcome of the constructive discussions that have been held between the parties, under which both Highways England and Cadent can progress their respective works on a co-operative basis and so as to minimise disruption.</i></p> <p><i>The Trustees have instructed solicitors to review the draft agreement and will discuss with Highways England’s solicitors to progress the agreement.</i></p> <p><i>Please see responses below (REP5-066-04 to 19) to the list of matters proposed by the Trustees to be incorporated into the draft agreement.</i></p>	<p>Highways England has received comments from the legal representative for the Trustees of the Gardens of Peace (the Trustees) on the draft agreement and a meeting to discuss points of principle with Gardens of Peace, Cadent and Highways England has taken place. Highways England has submitted a second iteration on 3 June 2021 of the draft agreement to the legal representative for the Trustees. More meetings will follow.</p>

Response reference:	Question	Highways England Response
	<p>Gardens of Peace Comment: Gardens of Peace confirm that the draft Tri-party agreement has been reviewed and revised by its Legal Representative. The draft Agreement is being returned to the Applicant and copied to Cadent today. The revised draft includes additional clauses concerning the below matters.</p>	
REP7-038-02	<p>Contingency Plan for Soil Storage REP5-066-04: <i>The access for soil collection via Plot 1/8 will be arranged between Gardens of Peace and Cadent in advance of any soil collection and this has been agreed by all parties and is included in the draft agreement being progressed. Therefore, Highways England does not consider that a contingency plan is required.</i></p> <p>Gardens of Peace Comment: We take this opportunity to reiterate that a contingency plan was requested by Gardens of Peace to prevent soil build up and disruption to the daily cemetery operations resulting from unsuccessful soil collections in the event of access through Plot 1/8 being restricted temporarily for any period of time.</p>	<p>Highways England acknowledges the acceptance from the Trustees that a contingency plan is not required for unsuccessful soil collections/soil storage.</p>

Response reference:	Question	Highways England Response
	<p>However, the Applicant's confirmation that a contingency plan in case of such events would not be required, is accepted by Gardens of Peace. Accordingly, any costs associated with failed collection attempts will form part of a compensation claim in due course.</p>	
REP7-038-03	<p>Timing REP5-066-05: <i>A copy of the draft agreement has been provided to Cadent and the issue of timings will be raised with them as part of its discussions on the draft agreement.</i></p> <p>Gardens of Peace Comment: As referred to at Deadline 6, Gardens of Peace has added provisions into the draft Tri-party Agreement requesting that the notice of Cadent Gas' intention to take possession of Plot 1/8 is to not take effect prior to end of March 2022 (being the earliest Cadent Gas would require possession of Plot 1/8) to permit the cemetery works to continue despite the decision on the DCO being confirmed (should it be confirmed) prior to this date. This ensures the cemetery development can be completed and is the premise on which these negotiations have progressed to date. Otherwise, the cemetery</p>	<p>Highways England understands that Cadent Gas does not intend to start these works before 1 April 2022 with the possible exception of some enabling works to take place prior to this date, including works to ensure that the cemetery can continue to operate throughout.</p>

Response reference:	Question	Highways England Response
	<p>will not be operable for daily burials, which will not only bring rise to significant costs to Highways England in terms of compensation, but also result in Gardens of Peace not being able to provide for the burial requirements of the Muslim community.</p> <p>This requirement has been discussed verbally with Highways England's Legal representative but is yet to be agreed between parties</p>	
REP7-038-04	<p>Land Reinstatement</p> <p>REP5-066-06: <i>In accordance with article 35(5) of the draft DCO, Highways England will "restore the land to the reasonable satisfaction of the owners of the land" (subject to the caveats at article 35(5)(a)-(e)). The draft agreement provided to all parties includes provision for pre-entry survey of the land to be undertaken and the land will be reinstated post works in accordance with the provisions of article 35(5) of the draft DCO so that the land will revert back to Gardens of Peace at the end of the anticipated occupation period.</i></p> <p>Gardens of Peace Comment: As referred to at Deadline 6, a clause has been added to the draft tri-party agreement confirming that all land</p>	<p>The revised wording with regard to the reinstatement of land is being considered by Highways England. It is proposed that the agreement will contains wording for a condition survey to be agreed between the parties before the works begin.</p>

Response reference:	Question	Highways England Response
	<p>will be reinstated post works by the Applicant, in accordance with the provisions of article 35(5) of the draft DCO. This is also to be in line with the pre occupation surveys and CCTV of drainage. This is imperative in order to allow Gardens of Peace to operate fully, and without issues arising, once all temporary infrastructure has been removed from the site.</p> <p>Whilst reference to the reinstatement of land has been included by the Applicant into the draft Tri-party agreement, the revised wording is yet to be agreed between parties.</p>	
REP7-038-05	<p>Temporary Tracking and Parking Material REP5-066-07: <i>Highways England has asked the solicitors representing the Trustees to provide comments on the draft agreement provided to them on 14 April 2021. An alternative material to aluminium tracking can be provided due to the safety concerns raised.</i></p> <p>Gardens of Peace Comment: Gardens of Peace welcome the Applicant's agreement to use an alternative material to aluminium for the temporary tracking and parking. Preference on material to be used will be TuffTrak, to ensure</p>	<p>Highways England acknowledges the preference of material to be used for the temporary tracking and parking and this can be reflected in the agreement.</p>

Response reference:	Question	Highways England Response
	<p>the safety of cemetery visitors when the surface is wet.</p> <p>This has been reflected in the draft tri-party agreement.</p>	
REP7-038-06	<p>Repair and Upkeep of Tracking and Parking</p> <p>REP5-066-08: <i>A copy of the draft agreement has been provided to Cadent. Highways England will discuss the issue of repair, upkeep and insurance with them as part of its discussions on the draft agreement.</i></p> <p>Gardens of Peace Comment: A clause has been added to the draft Tri-party agreement obligating Cadent Gas to be responsible for the repair, upkeep and insurance (including public liability) of the temporary tracking and parking. This is specifically relevant to the temporary parking given it falls outside the boundary of the DCO limits.</p> <p>This clause is yet to be agreed between parties.</p>	<p>The revised wording with regard to the tracking and parking, including as regards insurance is being considered by Highways England and Cadent.</p>
REP7-038-07	<p>Soil Storage</p> <p>REP5-066-09: <i>This has been discussed with all parties and a revised plan is being prepared to show concrete barriers around the storage area</i></p>	<p>This element has been agreed between all parties and shown on the drawing enclosed with the draft agreement.</p> <p>This has been discussed with all parties and a revised plan (as shown on Drawing Reference PREM518-GEN-0000-0017, Rev D) has been</p>

Response reference:	Question	Highways England Response
	<p><i>to prevent overspill from soil storage area onto adjacent storage areas.</i></p> <p>Gardens of Peace Comment: Gardens of Peace welcome the Applicant's confirmation that a plan identifying the concrete buffers around the soil storage area is being prepared. Accordingly, an obligation on Cadent Gas to install the concrete buffers around the soil storage area, to prevent overspill from soil storage area onto adjacent storage areas, has been included within the draft Tri-party Agreement.</p>	<p>shared which shows concrete barriers around the storage area to prevent overspill from soil storage area onto adjacent storage areas.</p> <p>The revised wording with regard to the soil storage is being considered by Highways England.</p>
REP7-038-08	<p>Plot 1/8 Fencing</p> <p>REP5-066-10: <i>Highways England has asked the solicitors representing the Trustees to provide comment on the draft agreement provided to them on 14 April 2021. The fencing and its design during construction will be confirmed in the next iteration of the draft agreement, following receipt of those comments.</i></p> <p>Gardens of Peace Comment: To re-iterate the concerns of Gardens of Peace, whilst the work plans prepared by Cadent Gas confirm that Plot 1/8 will be bounded by Heras fencing, the need for the Heras fencing to be cladded with</p>	<p>Highways England considers it inappropriate to directly refer to the brand 'Heras' in the agreement and has proposed removing the word 'Heras' from the clause and replacing it with a generic term. Suitable acoustic measures in respect of the boundary treatment as well as its visual appearance are under consideration.</p> <p>Fencing is shown along the boundary of Plot 1/8 during construction on Drawing Reference PREM518-GEN-0000-0017, Rev D which is included in the draft agreement.</p>

Response reference:	Question	Highways England Response
	<p>landscape designs to provide a visual barrier of the ongoing works of Plot 1/8 from the cemetery has been incorporated into the draft tri-party agreement. It is also required that the fence cladding is of a specification that acts as an acoustic barrier, to mitigate the noise impact of the Scheme works during burials. Again, a clause to this effect has been added.</p> <p>This clause is yet to be discussed and agreed between parties.</p> <p>We refer to acoustic fencing further under “Site Management Plan” below.</p>	
REP7-038-09	<p>Screening</p> <p>REP5-066-11: <i>As stated in Highways England response to the Trustees at Deadline 5 (REP5-045) the tree belt which runs along between the A12 and the Gardens of Peace that provides a visual screening belt will not be affected by the construction of the Scheme. The tree belt is maintained by TfL, as highway authority, and therefore any assurance needed by the Trustees should be sought from TfL. Therefore, Highways England does not consider it appropriate to incorporate TfL’s agreement into the tri-party agreement being progressed.</i></p>	<p>Please see paragraph 6.1.20 (including the post hearing note from Highways England’s Issue Specific Hearing 3 (ISH3) oral submission (REP7-018)).</p>

Response reference:	Question	Highways England Response
	<p>Gardens of Peace Comment: As per the submission on behalf of Gardens of Peace at Deadline 6, we do not deem it satisfactory that Gardens of Peace should seek confirmation from Transport for London (TfL) that it will not pollard the existing tree belt between the cemetery and the A12 during the construction of the M25 / Junction 28 Scheme. The Tree belt acts as a visual and sound screen from the A12 and thus, should TfL pollard the tree belt, it would open up the cemetery to the sound and visual effects during the construction phase of the Scheme, causing great disruption to daily burials.</p> <p>Given the tree belt falls within Plot 1/1b of the DCO plans, it should be the Applicant who provides the assurance that TfL do not pollard the tree belt, especially given the Applicant is in constant communication with TfL in regards to this Scheme.</p> <p>Accordingly, an obligation on the Applicant to ensure TfL will not undertake any pollarding has been added to the draft Tri-party Agreement. This was reiterated during the Issue Specific Hearing 3 and supported by TfL. This is referred to further in Part 2 of this submission.</p>	

Response reference:	Question	Highways England Response
	This clause is yet to be discussed and agreed between parties.	
REP7-038-10	<p>Costs REP5-066-12: <i>Highways England will bear the costs of reasonable measures such as concrete buffers around the soil storage site and costs arising in land reinstatement and any 'snagging' matters following Plot 1/8 being passed back to Gardens of Peace and this requirement will be included in the next iteration of the draft agreement.</i></p> <p>Gardens of Peace Comment: Gardens of Peace welcome confirmation costs arising in land reinstatement and 'snagging' matters will be borne by the Applicant.</p>	Highways England acknowledges that this issue has been accepted by all parties. Any matters that are a result of the Scheme are acceptable, however, the landowners retain the duty to mitigate their costs.
REP7-038-11	<p>Site Management Plan REP5-066-13: <i>The Outline CEMP (REP5-027) and the REAC (REP5-028) set out the mitigation measures for noise required to be implemented when undertaking the construction works. Highways England does not consider a Site Management Plan is required as mitigation is secured through</i></p>	<p>Refer to REP7-038-08 above.</p> <p>Fencing is shown along the boundary of Plot 1/8 during construction on Drawing Reference PREM518-GEN-0000-0017, Rev D which is included in the draft agreement.</p> <p>The Gardens of Peace along with all others affected by the Scheme will benefit from the measures contained within the CEMP and the REAC whether or not they are named specifically.</p>

Response reference:	Question	Highways England Response
	<p><i>Requirement 4 of the dDCO (TR010029/APP/3.1(5)).</i></p> <p>Gardens of Peace Comment: Gardens of Peace acknowledge the Applicant has prepared an Outline CEMP (REP5-027) and the REAC (REP5-028) which sets out mitigating measures for noise during construction, and thus the Applicant does not consider a site Management Plan is required. However, whilst the Outline CEMP appends (at Appendix F), the Outline Dust Noise and Nuisance Management Plan, there is no a specific reference to Plot 1/8 and the need for acoustic fencing along the boundary of Plot 1/8, whereas under NV2.1 of the REAC, it specifically refers to the Temporary noise barriers or solid fencing being used for Grove Farm, Maylands Cottages and Putwell Bridge Caravan Park (for Cadent Gas Works) during construction. It is therefore fair and reasonable for Gardens of Peace to request that, in the absence of a site management plan, that the Applicant is obligated to erect acoustic fencing (with landscape designs due to the sensitive nature of the cemetery) along the boundary of Plot 1/8 for the period of occupation.</p>	

Response reference:	Question	Highways England Response
	Accordingly, a clause to this effect has been added to the draft Tri-party Agreement but is yet to be discussed and agreed between parties.	
REP7-038-12	<p>Archaeology</p> <p>REP5-066-14: <i>At this stage, the proposed archaeological trenching discussed with London Borough of Havering and the Greater London Archaeology Advisory Service (GLAAS) to be undertaken in May 2021 will not affect the Gardens of Peace site.</i></p> <p>Gardens of Peace Comment: Gardens of Peace welcome confirmation that archaeology matters will not affect Gardens of Peace land.</p>	This issue has been agreed by all parties.
REP7-038-13	<p>Drainage Provisions</p> <p>REP5-066-15: <i>The concern raised by the Trustees in relation to temporary drainage provision was discussed at a meeting on 20 April 2021 and discussions are ongoing.</i></p> <p>Gardens of Peace Comment: Gardens of Peace confirm discussions with Cadent are ongoing as the most recent drainage scheme</p>	This matter remains under discussion between Cadent Gas and Gardens of Peace.

Response reference:	Question	Highways England Response
	<p>(which includes drainage from Plot 1/8 onto Gardens of Peace land) is of concern due to potential liability of the Trustees in the events of flooding and contamination and possible incompatibility with temporary drainage within the proposed area of the cemetery.</p> <p>Gardens of Peace have invited Cadent to propose an alternative option.</p>	
REP7-038-14	<p>Planning Provision</p> <p>REP5-066-16: <i>This matter will be included in the next iteration of the draft agreement.</i></p> <p>With regard to a planning application for the temporary overflow car park, Highways England considers that any such planning application would be considered favourably by London Borough of Havering given its short term nature and it being ancillary to the pipeline diversion.</p> <p>Highways England is willing to pay for the reasonably incurred costs associated with preparing and submitting the planning application. The planning application can be prepared and submitted prior to the conclusion of the examination if the Trustees wish to submit it imminently.</p>	<p>Highways England intends to submit a planning application for the temporary car park in discussion with representatives from the Gardens of Peace. Given the scale of the development, that it is only needed for a period of 6 months and the need for it in connection with the continued operation of the burial ground during construction, Highways England anticipates that the permission will readily be forthcoming. Highways England has been in contact with the London Borough of Havering regarding the requirements for this planning application and intends to submit the application before the end of the examination.</p>

Response reference:	Question	Highways England Response
	<p>Alternatively, the Trustees could submit a non-material amendment to their existing planning consent for the Muslim Burial cemetery for the temporary overflow car parking. Highways England is willing to pay for the reasonably incurred costs associated with this.</p> <p>Gardens of Peace Comment: As referred to at Deadline 6, in reviewing further detail in the Tri-party Agreement, it has become apparent that, as the temporary car park and possibly part of the temporary drainage provision falls outside the boundary of plot 1/8, the Applicant would need to prepare and submit the necessary temporary planning application to reflect the temporary change of use from burial land to car parking.</p> <p>As referred to in at the Issue Specific Hearing 3, Gardens of Peace deem it unreasonable that the Applicant suggests Gardens of Peace could submit the necessary planning application to the London Borough of Havering. As the need for a temporary car park is as a direct result of the Scheme, Gardens of Peace and its advisors, request that such an application is submitted directly by the Applicant. Accordingly, a clause to this effect has been incorporated into the draft Agreement. Gardens of Peace</p>	

Response reference:	Question	Highways England Response
	<p>take this opportunity to confirm that it will work with the Applicant in submitting a planning application and request that it is consulted on the draft application prior to submission by the Applicant.</p> <p>The significant concern with such a planning application is the timing. Without a temporary car park for visitors, Gardens of Peace will not be able to operate and therefore such an application must be submitted to, and approved by the London Borough of Havering, prior to the Applicant taking occupation of Plot 1/8. This point was reiterated at the Issues Specific Hearing 3 and is referred to further in Part 2 of this submission.</p> <p>Accordingly, a clause obligating the Applicant to submit the relevant planning application has been added to the draft Tri-party Agreement. This clause is yet to be discussed and agreed between parties.</p>	
REP7-038-15	<p>Contamination</p> <p>REP5-066-17: <i>The REAC (REP5-028) which forms part of the Outline CEMP (REP5-027) sets out the mitigation measures to protect against contamination and reference to the</i></p>	Revised wording with regard to land contamination is being considered.

Response reference:	Question	Highways England Response
	<p><i>REAC will be included in the next iteration of the draft agreement.</i></p> <p>Gardens of Peace Comment: This is noted and Highways England/Cadent should undertake not cause contamination to Plots 1/8 and 1/8A and the wider cemetery land and adjacent watercourse, promptly remediate any contamination so caused and indemnify Gardens of Peace for an ensuing liability.</p>	
REP7-038-16	<p>Professional Fees</p> <p>REP5-066-18: <i>The professional fees incurred in preparing and completing the agreement will be dealt with in the draft agreement.</i></p> <p>Gardens of Peace Comment: Gardens of Peace welcome acknowledgement that professional fees in preparing the Tri-Party Agreement will be dealt with in the agreement, as opposed by separate agreement.</p> <p>Professional fees up to March were submitted to the Valuation Office, with subsequent queries clarified by Savills on Wednesday 5th May. Savills await a response from the Valuation Office of</p>	<p>Payment for Savills fees to the end of March 2021 have been paid to Gardens of Peace by Highways England on 2June 2021. In addition, payment has been made to Gardens of Peace for architectural, road design and Quantity Surveyor services provided to them related to additional works caused by the Scheme.</p>

Response reference:	Question	Highways England Response
	reimbursement of professional fees up to March.	

2.2 Written summary of oral submission put at Issues Specific Hearing 3

Response reference:	Question	Highways England Response
REP7-038-17	<p>Concerning the Tri-party Agreement, Savills reiterated the comments made by Mr Challis on behalf of the Applicant in that it is very much Gardens of Peace intention to complete the agreement prior to closure of the examination. In regards to submitting the Tri-Party Agreement into the Examination, it was agreed that such a submission will either be a joint statement between the parties confirming the completion of the agreement, or a redacted version of the agreement. Mr Challis confirmed that it is his intention to submit a summary of the report at Deadline 9 (9th June).</p>	<p>A summary statement on the status of the agreement has been submitted to the ExA at Deadline 8 (TR010029/EXAM/9.11) in response to Issue Specific Hearing 3 (ISH3) Action Point 14 (REP7-019).</p>
REP7-038-18	<p>Savills made reference to the additional planning requirements for the temporary car park, the location of which falls outside the DCO limits. It was reiterated during the Hearing that the need to have this submitted and approved prior to the Applicant taking occupation is paramount as without parking provisions within the cemetery, Gardens of Peace will not be able to operate. In regards to who should submit the planning application, Savills made reference to the Applicants submission at Deadline 6 which suggests</p>	<p>See response to REP7-038-14 above.</p>

Response reference:	Question	Highways England Response
	<p>Gardens of Peace should make the application and for the costs to be reimbursed by the Applicant. As the requirement for a temporary car park is as a direct result of the Scheme, Savills, on behalf of Gardens of Peace, request that the Applicant should make the application to the London Borough of Havering. Mr Challis confirmed the Applicant did not have strong views on who submits the planning application, but that aside, the Applicant would be willing to make the submission. During this point, Mr Douglas of the London Borough of Havering contributed, specifically in response to the Applicants submission at Deadline 6 (REP6-043) where the Applicant states that it considered any such planning application would be considered favourably by London Borough of Havering. Mr Douglas confirmed that the London Borough of Havering could not confirm whether such an application would be acceptable without it being formally submitted to the Council with the relevant plans.</p>	
REP7-038-19	<p>Regarding the matter of the existing tree belt which borders the northern boundary of the cemetery with the A12, Savills reiterated its concerns that the Applicant directed Gardens of Peace to seek assurances from the TfL (who</p>	<p>See response to REP7-038-09 above.</p>

Response reference:	Question	Highways England Response
	<p>manage the tree belt) that it will not pollard the tree belt whilst the construction works of the Scheme are ongoing. The tree belt acts as a visual and sound screen to the A12 and consequently, any construction works should the DCO be confirmed. Gardens of Peace deemed it unreasonable that such assurance should be obtained by Gardens of Peace when the tree belt falls within the Order limits. Mr Challis stated he could not talk on behalf of TfL. Mr Rheinberg, on behalf of TfL, contributed and stated that he recognises the concerns and whilst TfL are not promoting the works, it is of the view that it is relevant for the Applicant to provide an undertaking to make it clear that the tree belt will not be touched during the period of construction works. As referred to in Part 1 of this submission, such as obligation has been added into the draft Tri-party Agreement.</p>	

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