

Submission by Steve Wakefield Interested Party Reference Number: 20047778

Summary:

### Land Acquisition Process

This element details the questionable and immoral process that Carter Jonas, the appointed agents by Gloucestershire County Council (GCC), have applied to landowners. It relies on statements and correspondence from Carter Jonas and their contract with GCC along with personal experience.

### Consultation Process

This element details the failure of the process to engage and inform the public of the scheme to provide effective and reliable data. It relies on data provided on GCC scheme website and personal local knowledge and experience.

### Conclusion

This element details the resulting consequences of the failures of GCC and Carter Jonas to comply with the Land Acquisition Process and Consultation Process. It is a direct result of Statements, GCC provided Data and includes personal local knowledge and experience.

## **Land Acquisition Process**

Carter Jonas have operated outside of legal requirements as defined in their contracted role. In a statement created by Carter Jonas they stated:

*'Whilst negotiations are ongoing, the Applicant is mindful that it is under a duty to acquire land at best value and that \* is required to deliver the Scheme within a specified timescale.'*

**Source: Statement of Reasons TR010063 - APP 4.1 para 4.8.4**

That statement can only be interpreted as obtaining land as cheaply as possible while also falsely claiming the applicant has a duty to do so. It conflicts with the legal requirement of equivalence and mentions a specified timescale which conflicts with Carter Jonas's reluctance to communicate for considerable periods of time. There is nothing in the £600,000.00 contract between GCC and Carter Jonas, which was clearly defined and in place at the time of submission, which supports that statement.

**Source: Carter Jonas contract to GCC, Document ref 2700-19 acquired on FOI request.**

Carter Jonas have stated that it can be a challenge to comply with the law, when referring to paying the legally defined value a homeowner should expect.

**Source: Carter Jonas and Homes England meeting regarding land acquisition. (public domain)**

There can be no justifiable reason for Carter Jonas to make this statement. It is another clear example of the low ethical and legal values of this private company.

Carter Jonas have made false claims of downwards movements in the housing market when the market had actually been increasing in value.

**Source: email from Carter Jonas and Land Registry data covering same period.**

Another example of their unethical efforts to undervalue properties.

The requirements for acquiring land by negotiation have not been met. Negotiation by definition requires both parties to engage in the process. The process has actually consisted of the GCC agents Carter Jonas offering a valuation price that Carter Jonas has solely determined on a take it or leave it basis. Efforts by the land owner to engage with negotiations are routinely dismissed then Carter Jonas would not be heard from again for up to 10 months, despite repeated yet ignored attempts to engage with them to progress negotiations.

The stress and inconvenience caused by this approach applied pressure on home owners to accept a lower than genuine market value for their properties. Many residents, my neighbours, of which many were elderly or suffering with illness, have accepted the low offer of a valuation determined by Carter Jonas, allegedly to RICS Red Book standards but considerably lower than an independent Red Book valuation. This questions the integrity of Carter Jonas. It also set an unfair price precedent that Carter Jonas applied to subsequent valuations/offers. The other element of pressure would include the threat of possibly receiving less if the case went to a tribunal hearing.

**Source: own experience and neighbour conversations.**

Carter Jonas are now out of contract, their 6 month extension period expired on 3<sup>rd</sup> April 2024 and there is no wording in the contract to allow for any further extensions. No extensions of contract without a re-tender process (which temporarily existed during Covid) are permitted. Nor any re-tender process has been applied. Yet Carter Jonas are still present at hearings and meetings. How and why? Evidenced by my meeting with Gloucestershire County Council (GCC) and Carter Jonas on 5<sup>th</sup> June 2024 at Leonardo Hotel Cheltenham. When questioned about this point, no answer was provided. During this meeting a promise to engage with negotiations the following week was made, unsurprisingly this did not happen. This was confirmed by neither my land agent or myself receiving any contact (as of 16<sup>th</sup> June 2024).

**Source: Carter Jonas contract to GCC, Document ref 2700-19 acquired on FOI request.**

The book of reference is incorrect and has not been updated despite my land agent raising this error.

**Source: Book of Reference**

The GCC report of progression of land acquisition is misleading \* the examination process. It implies that negotiations are progressing, when there has been no correspondence for months. I suspect misleading claims to be a common occurrence throughout the application documentation.

## **Consultation Process**

GCC have gone to great lengths to create many documents to publish on their website and submit great quantities of analysis data on the outcomes of consultation, attempting to portray a successful and supportive view of the scheme. However, the facts speak for themselves in that only a tiny proportion of the population of Cheltenham is aware of the scheme or actually support it (0.07%).

Note: The actual figures would be less as the percentage figure only uses the population of Cheltenham in calculations. Yet survey responses were received from much further afield.

Using survey results from GCC M5 J10 scheme website:

Non statutory consultation survey from 14 October 2020 until 25 November 2020 (6 weeks)

475 responses more than 80% positive (later claimed to be 84% by redefining results).

Statutory consultation survey from 8 December 2021 until 15 February 2022 (10 weeks)

A total of 579 survey responses were received during the consultation period. 74% of survey respondents agreed with the proposed improvements to M5 Junction 10.

This is claimed to be consistent with the results from the non-statutory consultation held in autumn 2020, yet clearly shows decreasing support for the scheme.

Effectiveness of consultation report June 2021

84% negative opinion on level of engagement

87% negative opinion on clarity

40% negative and 20% neutral opinion on process

The data indicates that the more effective the consultation is in reaching the public the less the scheme is supported. The low numbers of responses relative to the population of Cheltenham 118,866 (mid 2021 ONS) excluding responses from outside the area is less than 0.5% of the population. This is a clear indication of the ineffective strategy of consultation. This is further proven by the huge percentage of the few responses reporting dissatisfaction with the level of engagement (84%) and clarity (87%).

The startling fact that 84% of the 0.5% population of Cheltenham who commented, reported a negative opinion on the level of consultation - in other words only 0.07% have reported a positive opinion, therefore 99.93% have either no knowledge of the scheme, not interested or feel poorly engaged.

Covid 19 is a well touted convenient excuse and expected in personal interactions but not applicable in any other forms of communication which in this case could comfortably be described as minimal. As a resident I am often (daily) asked by motorists intrigued by what is happening and are totally unaware of the existence of the planned scheme. Some have only become aware following newly released news of an application being submitted to PINS.

The consultation report is vague on the amount of responses from outside of the Cheltenham area which would be relevant as this scheme is alleged to be a land unlocking exercise to enable housing for Cheltenham residents.

Finally it is noteworthy that during the period when electronic signage was deployed asking for opinions of the scheme, the local area was experiencing a long standing road closure (over 1 year) creating disruption and inconvenience for drivers seeking alternative routes. During this time the prospect of the M5 J10 scheme being an all ways junction was artificially influenced to be a positive. Many of the positive responses are expected to be influenced by this inconvenience. This means the survey data is unreliable.

## **CONCLUSION**

Home owners around the M5 J10 scheme have been very poorly treated by Carter Jonas and GCC, not one of my neighbours has a good word to say about their experience. I have only seen despair, disappointment and frustration. There have been examples of cruelty and fear, mainly towards the elderly and sick. I am not prepared to disclose their private matters/experiences in this public document.

It is clear that GCC want the M5 J10 scheme, but are not prepared to pay for it:

GCC have claimed the scheme is required to unlock land to obtain a £249,000,000 grant from a Homes England fund, this is a very dubious claim as the land is not 'locked' and adjacent to the A4019. They have provided unreliable and insufficient data to support their claim. Other local infrastructure would be more appropriate.

GCC have experienced spiralling costs which are increasing so have now made a claim for additional funding from the homes builders, who also argue the land is not locked and the extra costs would ultimately represent a tax on affordable homes. Their submission explains why in far greater detail than I could hope to achieve.

GCC are clearly attempting to acquire land as cheaply as possible through their contracted agents Carter Jonas.

Carter Jonas and GCC have not acted in an acceptable manner, legally, morally or professionally. As a result we can not trust GCC or Carter Jonas in this process.

There has been no consideration of our property annexe, which is for the purpose of housing a disabled and elderly member of the family with strong local ties. Due to the refusal to engage in negotiations we unfortunately expect this matter to be resolved by alternative means. Until such time as a valuation can be agreed we remain unable to seek alternative living arrangements which suit the family needs.

The facts above fail to meet the legal requirements of Compulsory Acquisition and infringe on Human Rights without care or consideration of affected parties.