

EDINBURGH TRAM (LINE TWO) BILL COMMITTEE

Tuesday 28 June 2005

Session 2

£5.00

© Parliamentary copyright. Scottish Parliamentary Corporate Body 2005.

Applications for reproduction should be made in writing to the Licensing Division,
Her Majesty's Stationery Office, St Clements House, 2-16 Colegate, Norwich NR3 1BQ
Fax 01603 723000, which is administering the copyright on behalf of the Scottish Parliamentary Corporate
Body.

Produced and published in Scotland on behalf of the Scottish Parliamentary Corporate Body by Astron.

CONTENTS

Tuesday 28 June 2005

	Col.
PROPOSED ROUTE CHANGES	313
CONSIDERATION STAGE	314

EDINBURGH TRAM (LINE TWO) BILL COMMITTEE 9th Meeting 2005, Session 2

CONVENER

*Bill Aitken (Glasgow) (Con)

DEPUTY CONVENER

*Jeremy Purvis (Tweeddale, Ettrick and Lauderdale) (LD)

COMMITTEE MEMBERS

*Marilyn Livingstone (Kirkcaldy) (Lab)

*Kate Maclean (Dundee West) (Lab)

*Alasdair Morgan (South of Scotland) (SNP)

*attended

THE FOLLOWING ALSO ATTENDED:

Dr Martin Sales (Counsel for the Scottish Rugby Union)

Malcolm Thomson QC (Counsel for the Promoter)

THE FOLLOWING GAVE EVIDENCE:

Mark Fisher (Carl Bro Ltd)

Aileen Grant (City of Edinburgh Council)

Graham Ireland (Scottish Rugby Union plc)

Gavin Murray (Transport Initiatives Edinburgh Ltd)

CLERK TO THE COMMITTEE

Terry Shevlin

LOCATION

Committee Room 4

Scottish Parliament

Edinburgh Tram (Line Two) Bill Committee

Tuesday 28 June 2005

[THE CONVENER *opened the meeting at 14:06*]

Proposed Route Changes

The Convener (Bill Aitken): Good afternoon, ladies and gentlemen. I welcome the press and public to the Edinburgh Tram (Line Two) Bill Committee's ninth meeting this year. I begin by asking everyone please to switch off their mobile phones and pagers.

Agenda item 1 has appeared rather unexpectedly on the promoter's behalf. As members will recall, we agreed at our meeting last week to investigate the merits of alternative alignments that the promoter has proposed. That decision meant that a new objection period for prospective objectors was needed, which was to commence on Friday 24 June. However, the promoter's memorandum sets out the problems that the promoter has had in meeting that date and requests instead that the new objection period commence this Friday. I note that representatives of the promoter are in the public gallery, so I make it clear that what has happened is totally and utterly unacceptable. If such a thing arises in the future, we will not accept the situation.

The decision for the committee is on whether to agree to the promoter's request for the new objection period to begin a week later. Is that agreed?

Members *indicated agreement.*

Consideration Stage

14:08

The Convener: The purpose of item 2 is to take oral evidence on an objection in the Scottish Rugby Union's name. We could not take the evidence last week because of time constraints. Having just administered a public admonition to the promoter, in the spirit of reconciliation, I now thank the promoter, the objector and all their witnesses for their help in ensuring that this meeting to take rescheduled evidence could proceed. Their co-operation is greatly appreciated.

Last week, I set out fully the format for the meeting; I do not intend to repeat all that. Suffice it to say that, as I am sure everyone understands by now, we are at the consideration stage. It is the committee's role to decide on each outstanding objection, so to allow the committee to do that, we require absolutely clarity about what the unresolved issues are and about what the committee is expected to do to resolve them.

We move on to the evidence on the Scottish Rugby Union's objection. The witnesses for the promoter are Gavin Murray, Aileen Grant and Jim Harries, whom I invite to the table. They are required to take the oath or make a solemn affirmation.

GAVIN MURRAY took the oath.

AILEEN GRANT and JIM HARRIES made a solemn affirmation.

The Convener: Although he requires no introduction, I introduce Malcolm Thomson QC, who will be questioning the witnesses on behalf of the promoter, and Dr Martin Sales, who will be questioning the witnesses on behalf of the objector.

Before we hear evidence from the first witness, I want to set the scene by outlining what I consider to be the outstanding issues between the two parties, having read the witness statements and rebuttals.

It appears to me that there is willingness on both sides to co-operate in order to resolve problems, which is appreciated. Having read the objector's rebuttal, I summarise the outstanding issues as being: confirmation of the design approach from Network Rail; land in the east-west spectator link; involvement of the SRU in the design, development, use, relocation and temporary loss of the pitch area; and operation and safety issues. Can we get broad agreement that those are the outstanding issues in order to give some focus to the meeting? Obviously, if progress has been made on any matter, we can pick that up in questioning.

Malcolm Thomson QC (Counsel for the Promoter): I agree that those are the areas of dispute between the parties. However, I hesitate to use the word "dispute". Perhaps it would be more accurate to describe them as areas in which full agreement has not yet been reached. From my perspective, there is willingness to agree on all those matters.

Dr Martin Sales: I agree that those are the areas that are still in dispute or that still require resolution. If I misheard you, I apologise, but I think that you referred to a pitch, which would be the inner stadium. In fact, we are concerned about what we refer to as the back pitches.

The Convener: That is correct. Mr Thomson, do you have any questions for Mr Murray?

Malcolm Thomson: Mr Murray, will you give us a brief update on events since the date of your latest rebuttal and statement?

Gavin Murray (Transport Initiatives Edinburgh Ltd): Since I put my latest rebuttal together, we have focused on the outstanding issues. We have had on-going consultation with the SRU and have had discussions with the City of Edinburgh Council's safety officer in relation to how the construction process will work and how it is likely to affect use of the SRU's premises.

As the committee will acknowledge, the area between the railway line and the southern end of Murrayfield stadium is tight. There is a significant area within the turnstiles in which people can move readily but, outwith that area, there is a need for spectators and others to get from the parking area in the back pitches around to the turnstiles and vice versa. The area is complex and we have aimed to work with the SRU to work out problems relating to how the construction work would proceed. In particular, we have examined in detail the limit of land that is to be acquired or used, and we have defined it in different ways. That is covered in my rebuttal and in the document of which we sent the committee a draft and which we have since updated with further input. There have been significant discussions between the parties on a range of issues that have been outlined.

We have talked with Network Rail about getting its approval for our proposals for construction of the tram route through the area and it has been able to give us verbal confirmation that it sees no major problems with what we propose. However, it has not yet been able to put that verbal confirmation in writing for the SRU, which was the SRU's request. We cannot say that the verbal confirmation necessarily resolves the SRU's issue, but we believe that the general principle is agreed. The construction proposal is similar to others that have been used and approved by Network Rail, which has given us verbal confirmation that it

understands the proposal and does not see any major problems with it. That covers the major elements of the progress that has been made subsequent to the rebuttal.

14:15

Malcolm Thomson: If Network Rail gives its approval, will that remove the east-west spectator link issue?

Gavin Murray: That is right. If Network Rail gives its approval, construction of the tramline will be almost wholly on Network Rail property; therefore, it will not impact on the east-west spectator link. That still leaves us with issues concerning the construction period, although we are dealing with those according to the code of construction practice and, more specifically, the local construction plan. We have provided an early draft of that plan.

Malcolm Thomson: Is the promoter prepared to liaise with the SRU on future and finer design matters?

Gavin Murray: Absolutely. As I said, we have had meetings with the SRU throughout the process, which have ramped up considerably through the witness statement and rebuttal period. It is vital to the requirements of the tramline and the SRU that we have close liaison to ensure that the design takes on board the SRU's issues. Safety is paramount for the promoter and the SRU, and the only way to achieve that is to involve all the parties in development of the design. The SRU has vast experience of organising and managing events at its venue, and the City of Edinburgh Council's safety officer has considerable knowledge of that from signing off the certification and so on for those events. It is vital to the promoter that all that information be encapsulated in the design and brought to bear on the construction and operation of the line.

Malcolm Thomson: Is the promoter willing to liaise, as far as possible, with the SRU to achieve meshing of construction activities and events?

Gavin Murray: Yes. Again, that is vital to how things will go. It will be important for the promoter to work on that in the forthcoming period and to ensure that such action is written into the contractual requirements when the contract goes out to tender, and in the subsequent construction period.

Malcolm Thomson: Is it envisaged that there will be a formal written agreement between the promoter and the SRU on such arrangements?

Gavin Murray: Yes, definitely. I believe that it is vital that such agreement be reached. That is in everyone's interests and it is what we are working towards. It would have been nice if we could have achieved that already.

Malcolm Thomson: Finally, everybody is aware that the back pitches will have to be moved as a result of the tramline proposals. The SRU is concerned that that work should be done, as far as possible, outside the rugby season. Has any progress been made on sorting that out?

Gavin Murray: Yes, significant progress has been made. We have identified the exact requirements of the SRU to ensure that the pitches are the required size and have the relevant run-off areas so that there can be safe play as well as safe spectating. We have identified those requirements on the plan that goes with the local construction plan, and we have laid out six full pitches. One pitch overlays the flood elements; however, if those are taken out, there is space for six full pitches.

The next stage is to define the exact requirements for floodlighting, irrigation, drainage and reinforcement so that they can be used for parking. That will be undertaken shortly, then the construction strategy will be drawn up. It is feasible to achieve that outwith the main event season, such that adequate parking can be provided for minor events. We will work closely with the SRU on use of the pitches to ensure that they can be regenerated within appropriate timescales so that the SRU has them for the peak periods. We will minimise the impact of their being used.

Dr Sales: Thinking first about the safety issue, which is one of the five areas of potential difference between the SRU and the promoter that the convener outlined, is the code of construction practice sufficient to ensure that safety problems will not arise?

Gavin Murray: The code of construction practice that has been developed is a generic document for the whole scheme. I would not say that it is relevant to the achievement of safe working practices for the specific location that we are discussing. From that perspective, it has always been the promoter's intention to develop local construction practices and plans. We have begun work to encapsulate the specific local requirements.

Dr Sales: I think that that more specific document is called the local plan for Murrayfield. As I understand it, the committee has a version of that document. Does that draft document contain sufficient detail comfortably to address all the SRU's concerns?

Gavin Murray: I believe that the final version will do that. I am not convinced that we have achieved that yet, but we are working towards it.

Dr Sales: Do you know when the final version is likely to be forthcoming?

Gavin Murray: I cannot say for certain. It depends on the process and on how well we progress it. I would like to think that the document will be available relatively soon.

Dr Sales: The version that is before the committee contains a number of options with regard to both the permanent works and the location of different sections of the permanent works along the northern line of the railway. Is that correct?

Gavin Murray: That is correct.

Dr Sales: Section 1.3 of the document contains a number of options, including the construction of a retaining wall instead of an elevated structure. Is that correct?

Gavin Murray: Yes. That was introduced into the current version in relation to the western edge along the back pitches. It was never intended that that element should impact on the east-west spectator link.

Dr Sales: Is it your position that there will be no need for a retaining wall or similar structure in the area of the east-west spectator link?

Gavin Murray: It is.

Dr Sales: Can you reassure the committee that the final design will not involve that sort of supporting structure?

Gavin Murray: It is fair to say that in the current position there is no intention to have a retaining wall. The outline design that we have developed, which was included with the SRU's objection, identifies a scheme that we believe would be the appropriate one for that section.

Dr Sales: That is an elevated tramway section.

Gavin Murray: That is correct.

Dr Sales: You are aware that there is a safety plan for the stadium.

Gavin Murray: Yes.

Dr Sales: That document is before the committee in the form of appendix 3 to Mr Fisher's statement.

Gavin Murray: Yes.

Dr Sales: Have you seen that document?

Gavin Murray: Yes.

Dr Sales: Do you know that it is based on a risk assessment of the factors that have to be taken into account with regard to safe operation of the stadium and the safety of people coming to and leaving the stadium?

Gavin Murray: Yes—I understand that.

Dr Sales: Does the promoter understand that taking more land at the southern end of the

stadium area would give rise to a need to change the safety plan?

Gavin Murray: Yes, we understand that.

Dr Sales: Is the promoter also the certifying authority for the safety plan?

Gavin Murray: Certainly, the promoter is the City of Edinburgh Council, and I understand that an element of the council signs off the plan.

Dr Sales: Is it appropriate for the promoter to be entrusted with the task of providing any new certificate that may be required in relation to safe operation of the stadium?

Gavin Murray: It is outwith my ability to answer that, but the assumption seems reasonable to me.

Dr Sales: Can you help us at all in respect of the promoter's position on indemnity for the SRU against risks that arise from the proximity of the construction works to an area in which a large number of people will circulate on event days?

Gavin Murray: My understanding is that the process will be similar to the present process, in that any event would need to receive sign-off to ensure that a safe event can be held.

Dr Sales: Can you help us with the indemnity element?

Gavin Murray: I cannot speak about indemnity in my capacity as technical adviser.

Dr Sales: I turn to the issue of the outstanding approval that is required from Network Rail. Is it correct to say that the limits of deviation for the section of the tramline that we are considering include both the northern rail embankment and part of the east-west spectator link?

Gavin Murray: That is correct.

Dr Sales: So, whether approval is forthcoming from Network Rail in due course, at least part of the east-west spectator link will be consumed by the permanent works.

Gavin Murray: If the outline solution that my colleagues have worked up were adopted, the permanent works would oversail the east-west spectator link and not utilise it.

Dr Sales: Is it correct to say that, because the rail embankment is a structure, Network Rail's approval is required if it is to be used for the infrastructure for tramline 2 at Murrayfield?

Gavin Murray: That is correct.

Dr Sales: Does the promoter have a fallback position—if we may describe it as such—in case Network Rail's approval to use the rail embankment is not forthcoming?

Gavin Murray: The fallback position would have to be a design along the lines of the retaining wall

solution at the back pitches, which we mentioned earlier. For that, there would be a need to use the area within the east-west spectator link, which would require a considerable rejig of the whole area to the south of Murrayfield stadium. I understand that the SRU has said that it would be willing to consider such a proposal if we were to work it up. To date, we have not undertaken that work, on the basis that Network Rail has considered our proposals and is generally happy with them. The construction that we propose has been used in a number of similar situations, so we believe that it should not be a problem.

Dr Sales: To be clear, the position appears to be that Network Rail's position is not known and may not be known for some time. Ultimately, if Network Rail declines to approve a piled structure that contains an elevated tramway, you would have to fall back to a retaining-wall-type structure, which in turn would necessitate reconfiguration of the south end of the stadium area.

14:30

Gavin Murray: The type of structure could still be a piled open structure, but its columns would need to be sited at the edge of the Network Rail land rather than within its safety zone. We would have to fall back to a position that is slightly further north. I think that that is the point on which clarification was sought.

Dr Sales: Do you have information regarding how long it might take for Network Rail's definitive approval to be secured?

Gavin Murray: I am afraid that I cannot give you any direct information on that.

Dr Sales: Are we talking weeks, months or maybe longer?

Gavin Murray: I think that we are looking at months and not weeks, but I am afraid that I say that without any certainty.

Dr Sales: We have at present what might be called a free-flow area at the south end of the stadium, but do you agree that construction of large columns or pillars for the elevated section of the tramway will create a hazard as far as safety is concerned? I am thinking of circulation of pedestrians in the area.

Gavin Murray: If the pillars had to be brought into the east-west spectator link, I agree that they would cause a hazard and that it would be necessary to reconfigure the area to ensure that we got back to a free-flow situation.

Dr Sales: Is it your evidence that the pillars or columns will positively not have to encroach on the east-west spectator link area?

Gavin Murray: Our position is that the way in which we have designed the structure at the

moment means that the pillars will be within the Network Rail land.

Dr Sales: Turning to the back pitches, I think that it is common ground between us that the SRU seeks restoration of the relocation pitches to an appropriate technical specification. Would that be right?

Gavin Murray: I understand that that is the case.

Dr Sales: Just to be clear, I understand that the need to relocate the pitches arises from the requirements of both the permanent land and the LLAU—the limit of land to be acquired or used—for construction works. Is that correct?

Gavin Murray: Yes. That is correct.

Dr Sales: Are you aware that the pitches are subject not only to direction by the SRU but that they are also under contract to tenant clubs?

Gavin Murray: Yes. We are aware of that.

Dr Sales: Are you also aware that the removal or relocation of the pitches is not just a simple matter of putting white lines or other lines on a different location and moving the posts?

Gavin Murray: I think I said that earlier when I mentioned the issues of drainage, floodlighting and so forth.

Dr Sales: There are also the matters of reinstating turf, relocating drainage, rejigging irrigation, moving floodlighting and so on.

Gavin Murray: Yes.

Dr Sales: Are you aware that the pitches are currently subject to a legal obligation that they be used from time to time for ad hoc parking arrangements during special events?

Gavin Murray: Yes. I am aware of that.

Dr Sales: Are you also aware that their surface is reinforced to accommodate vehicle parking.

Gavin Murray: Right.

Dr Sales: Do you know the rough extent of the relocation in terms of distance?

Gavin Murray: I do not have that detail to hand, but it is in our documentation. Although I have not been involved in working up the relocation, I believe that it is in the order of 15m to 20m to the north.

Dr Sales: I turn to construction issues. I understand that there is a requirement that work at Murrayfield has to be carried out at times when no trains are running on the adjacent railway line. Based on the works that are planned, can you say what will be the timescale for construction works at Murrayfield?

Gavin Murray: Not all works require to be undertaken when no trains are running on the adjacent track. Certainly, elements of the work need to be undertaken in that way, so a detailed programming exercise will be required. Disruptive possessions, as they are termed—the railway is closed to train use—are difficult to achieve. A considerable lead-in time is required to achieve them. We have not done a detailed programme of works as yet; that is one of our upcoming activities.

Dr Sales: We are talking about works adjacent to the blue-ribbon line in Scotland—the east-west link between Edinburgh and Glasgow and vice versa. In your view, are we talking about months or years for the construction programme?

Gavin Murray: I would say yes—we are talking months to years.

Dr Sales: Months or years?

Gavin Murray: I would say months to years.

Dr Sales: So you would perhaps not see it going beyond a year into a second or third year?

Gavin Murray: It could go into a second year, but I do not like to think that it would need to go into a third. If the tramline is to achieve the construction period that has been defined, the work would need to be dealt with in that period.

Dr Sales: That is a long period of time, is it not, for an organisation having to forward plan major international events?

Gavin Murray: Absolutely.

Dr Sales: Thank you.

The Convener: There are no questions from the committee, so we move to re-examination.

Malcolm Thomson: I will address the point about disruptive possession. I presume that when the train has to stop functioning so that new work can be carried out by the promoter, that does not happen at 8 o'clock on a Monday morning.

Gavin Murray: No; such work is generally undertaken between late Saturday night and early Sunday morning—that is, until about 6 o'clock on Sunday morning.

Malcolm Thomson: Is the idea that you book a long time in advance to have a disruptive possession slot?

Gavin Murray: That is correct.

Malcolm Thomson: And the slot is likely to be a few hours in the middle of the night between Saturday and Sunday.

Gavin Murray: That is correct.

Malcolm Thomson: That is why a longer than expected period of time may be required to enable the number of those six-hour sessions to build up.

Gavin Murray: That is correct.

Malcolm Thomson: But the long lead-in time means that the promoter knows about, and can plan, those sessions a long time in advance.

Gavin Murray: Very much so.

Malcolm Thomson: So there is certainly an opportunity to mesh the sessions with fixture dates.

Gavin Murray: Yes.

Malcolm Thomson: Thank you very much.

The Convener: I thank Mr Murray.

The room is very hot and if any witness or counsel wishes to remove his jacket, he is perfectly at liberty to do so.

Aileen Grant will address section 50, in relation to car parking and prior approval issues in relation to structures.

Malcolm Thomson: Are there any matters on which you would like to update us since the date of the rebuttal and your witness statement?

Aileen Grant (City of Edinburgh Council): Yes. Since the statements were drafted, there have been two reports to the planning committee. The first report on 26 May made reference to the section 50 agreement. It drew the planning committee's attention to the probable need to vary that legal agreement and indicated generally how that might be done. It asked the planning committee to note the position and to write to TIE to seek its views on what the issues would be for that section 50 agreement. That letter has gone to TIE and we are awaiting further details.

The second report to the planning committee was on 16 June, when we presented a mark 2 version of the tram design manual. That is a further draft version of the design manual, which the planning committee has agreed can now go out for public consultation. The planning committee agreed that some tidying up needed to be done—for example, adding page numbers to the document. That is just being completed with a view, we hope, to sending out the design manual this week. We are putting together our consultation list. The SRU will, of course, be on that list, as will all the objectors to the tram proposals.

Those are the main things that have happened since the statements were prepared.

Malcolm Thomson: So far as the section 50 agreement is concerned, would the simplest solution perhaps be for the council, as the

planning authority, to give a letter to the SRU undertaking not to take any action in respect of any breach of the section 50 agreement that is occasioned by the tram works?

Aileen Grant: What we need to be clear about is what the full implications are of the works in Murrayfield that impinge on that legal agreement. We have asked for a formal response from TIE on whether there will be any permanent infringements of the agreement or only temporary effects. The suggestion is that the impacts will be only temporary. Once we see the response, we intend to write to the SRU. The terms of the section 50 agreement are such that both parties must agree how the legal agreement might be varied. We think that it might not need to be formally varied and that a temporary suspension could be achieved through an exchange of letters.

Malcolm Thomson: Thank you.

Dr Sales: Good afternoon, Ms Grant.

In section 4.1 of your original witness statement, you say that the impact that tramline 2 would have on the SRU's interests would be marginal. Do you stand by that judgment?

Aileen Grant: Yes. The impact would be marginal on the SRU's overall landholding, on which there would be a minor incursion. That is what the statement meant.

Dr Sales: Do you agree that it is equally possible to say that tramline 2 will have an extensive impact on the SRU's interests, in so far as there will be a requirement to accommodate the stacking area for the trams, and the impacts of oversailing will have to be taken into account? There are the significant effects that I have discussed at length with Mr Murray on what is currently a free-flow area in the east-west spectator link and there is the need, which you have just mentioned, to deal with aspects of the pitches under the section 50 agreement. There is also the matter of the relocation of pitches and the fact that we are still awaiting a fallback position, if that is needed, in respect of the Network Rail position. Taken together, do those factors lead to the possibility that there will be an extensive impact rather than a marginal impact?

Aileen Grant: From what I have heard today, significant impacts are certainly involved, but the planning authority's position is that we must wait for TIE to complete its technical discussions and its detailed design to a certain stage before we comment on the matter. The planning authority has not yet been asked to comment on the details that are emerging from the process.

It is clear that a number of significant impacts are involved, but it appears that some of them may be resolved. The planning authority will become

formally involved only at the prior approval stage—which is after this stage—so we are not fully party to the discussions that have taken place.

Dr Sales: Another potential long-term impact, which might be marginal or more extensive, is the design and the quality of the design of the tramway in the vicinity of the stadium, on which you have given evidence-in-chief through your statements. Given that Murrayfield is the national stadium, do you agree that the location is important for the SRU?

Aileen Grant: Yes.

Dr Sales: Do you also agree that the stadium is a national asset that attracts world focus to the part of Edinburgh in which it is situated?

Aileen Grant: It is an important asset to the city.

Dr Sales: For that reason if for no other reason, do you agree that the SRU should be given a formal consultation role in the design process?

Aileen Grant: I am not sure how formal “formal” is, but we certainly think that the SRU should work with us in devising a set of design objectives for the structure at Murrayfield. We put a reference to that in the revised version of the tram design manual, accepting that for each structure there are different circumstances or different localised contexts. Although the initial version of the design manual suggested a rather standardised approach to all structures, in reviewing the tram design manual, we felt that we needed to pay much more regard to the local context. In that document, we suggest some kind of consultation with various stakeholders over major structures or alterations to major structures along the tramline. We will invite comment on that, along with all the other aspects, during the forthcoming public consultation. If you consider that to be formal involvement in the process, I agree with you.

14:45

Dr Sales: The difficulty is that my clients would not regard that as sufficiently formal or enough of an involvement. You used the phrases “some kind of consultation” and “invite comment”. Given the importance of this to the SRU, I repeat my question: do you not think that there should be a formal place for something more than comment—something akin to real consultation?

Aileen Grant: We could explore that during the current consultation on the draft design manual. I would welcome suggestions from the SRU for a formal process, and we would be happy to respond to those. We want to ensure that the design of the structures in Murrayfield and in other prominent, important locations meets aesthetic and visual amenity criteria. We want the structures to be designed in a holistic way so that they fit with

the context; that is where the planning authority is coming from on this.

Dr Sales: As matters stand, the only reliance that the SRU can place on the formal procedures is on the operation of the prior approval process to which you refer in your witness statement. You mention the provisions of class 29 of part 11 of schedule 1 to the Town and Country Planning (General Permitted Development) (Scotland) Order 1992. Do you regard that safeguard as giving sufficient comfort to the SRU?

Aileen Grant: The comfort of the prior approval process?

Dr Sales: Yes.

Aileen Grant: There are restrictions inherent in that process, which have been set out in various committee reports. The planning authority will not have the same full powers for considering prior approvals that it has for considering planning applications. There is a greater restriction. We have introduced the tram design manual as a way of ensuring that, at the outset, the design addresses the key planning and design considerations, so that we should have design solutions that fit more closely with the various planning policies.

The Convener: Dr Sales, may I interrupt you for a second? I am a little bit concerned that we may be entering the realm of situations that may or may not occur after the committee has done its work. The subsequent approval process is not really a matter of concern to us.

Dr Sales: I understand that. I am trying to explore with Ms Grant the extent to which all those who are concerned at this part of the process may put reliance on the later part of the process to give comfort on an important matter for the SRU—the ultimate approval of the design.

The Convener: I hear what you are saying, but I would like you to bring this line of questioning to a reasonably quick conclusion.

Dr Sales: I will do my best, sir.

In that regard, Ms Grant, do you agree that there are limiting conditions within that class, which may mean that the prior approval process is not the ultimate long stop or backstop on design approval?

Aileen Grant: It will be the long stop on design approval, as far as my role in the planning authority is concerned. That is the channel for a sign-off by us as the regulatory authority as far as planning is concerned. The inherent restrictions to safeguard the aesthetics have limitations, but we have tried to explain that, under the process that we have sketched out, the design manual has a key role. If the structures that are designed at

Murrayfield fit the planning principles in the tram design manual, we as the planning authority will be likely to approve them.

Dr Sales: I will keep my question as short as possible. Do you accept that, if that class applies, its application to the circumstances at Murrayfield has limitations?

Aileen Grant: There is no doubt that the proposed structure at Murrayfield will require consent under the prior approval procedure. I am not sure whether that is what your question probes. As it is a structure in the nature of a bridge, our interpretation is that it will require prior approval under class 29. I am not sure whether you suggest some ambiguity about the application of class 29 to the structure design.

Dr Sales: The two conditions in the application of that class are that the design and appearance would harm the neighbourhood's amenity and that that harm could be avoided through reasonable modifications. If those conditions do not apply, the class as a whole does not apply.

Aileen Grant: Those conditions are standard. The planning authority, not the promoter, must be satisfied about them, which is where the design manual kicks in, as it sets out the principles that would be interpreted in making that determination.

Dr Sales: Of course, given that a fallback position may be the construction of a retaining wall and a solid structure, we do not know whether we are dealing with a bridge and whether class 29 of part 11 will apply, do we?

Aileen Grant: That is true.

Dr Sales: Thank you. I have no further questions.

Marilyn Livingstone (Kirkcaldy) (Lab): The SRU has expressed concerns about the section 50 agreement. Will you clarify the timescales, which the evidence that we have heard suggests could be substantial? Is obtaining authorisation from the planning committee likely to be an issue?

Aileen Grant: We are concerned to know what the length of time is, if we can be more specific than Mr Murray has been, and what the implications are for the loss of green space, playing pitches and overflow car parking. Once a bit more flesh has been put on the implications, we will explore them with the SRU.

We will ask TIE whether alternative arrangements could be made for replacement overflow car parking or replacement of pitches. At this stage, we cannot say what will happen. We do not know how much of an issue the loss of those two aspects is for efficient operation at Murrayfield. Several issues must be explored.

Marilyn Livingstone: Convener, can the committee be kept up to date on that?

The Convener: Yes.

Aileen Grant: I do not know what the mechanism is, but we are happy to keep the committee up to date with developments.

The Convener: That would be appreciated.

Malcolm Thomson: I have only one matter to ask about. Ms Grant, you were asked about the significant impacts of the tram proposals on Murrayfield and the stadium there. From a planning point of view, would there be any significant positive impacts of having a tram in such proximity to the stadium?

Aileen Grant: From our point of view, there would be significant positive impacts in having the tram stop close to, and serve, Murrayfield. We would certainly consider how to ensure that there is easy access from the tram stop to the main entrance at Murrayfield stadium. There would also be positive impacts from the additional transport connection that the tram would provide into town or, potentially, to the airport and to the railway station at Haymarket, for example. I do not know the details, but there are a lot of significant positive aspects.

Malcolm Thomson: Thank you.

The Convener: I thank Ms Grant for her evidence.

Jim Harries, who is the final witness on behalf of the promoter, will address the issues of maintenance, access, operational agreements and crowd control.

Malcolm Thomson: I have no introductory questions and I assume that there will be no cross-examination of Mr Harries either.

The Convener: That is fine.

Dr Sales, do you have any input at this stage?

Dr Sales: I believe that we are not entitled to any and I have none.

The Convener: As none of the committee members has any questions, Mr Harries has not had too much of an ordeal. I thank him for attending in any event.

That concludes the oral evidence from the promoter in respect of the SRU. We now turn to the objector's witnesses, Graham Ireland and Mark Fisher.

14:56

Meeting suspended.

14:59

On resuming—

The Convener: Before we commence evidence taking, Mr Ireland and Mr Fisher will be required to take the oath or make an affirmation.

GRAHAM IRELAND *made a solemn affirmation.*

MARK FISHER *took the oath.*

Dr Sales: Mr Ireland, I think that you have been keeping yourself abreast of negotiations with TIE to meet the Scottish Rugby Union's concerns. Where are we in relation to those negotiations?

Graham Ireland (Scottish Rugby Union plc): We have been discussing an agreement with the promoter for possibly two years. Within the past four weeks or so—probably as a result of these hearings—the pace has picked up considerably and we are, apparently, making some progress. However, we are not there yet and we still have a number of issues to resolve, as outlined earlier.

Dr Sales: Would it have been necessary for the SRU to appear here today, having been carried over from the programme that was scheduled last week, if matters had been moved on more swiftly by TIE?

Graham Ireland: I would have hoped that we could have progressed to an agreement by this stage. Sadly, we have not got there. There are a number of key issues that we have to explore and this is our chance to put them before the committee.

Dr Sales: In relation to design matters, Mr Murray says, in paragraph 3.1 of his rebuttal of your evidence, that

"the design issues will be agreed with the SRU."

Have those issues been agreed?

Graham Ireland: It is quite clear, from what we have heard today, that the design issues have still got a fair way to go. At the present stage, I am not entirely clear whether we are talking about a structure on stilts, a retaining wall with the tram on top of it or something else.

From what has been said, it is clear that both parties recognise that Murrayfield is a national asset that attracts thousands of visitors each year. What has not been brought out to date is the fact that the proposed tram goes right across the front door of Murrayfield. I think that committee members had the opportunity to walk into Murrayfield through our main entrance but I do not know whether they realised that that main entrance will have a tram going over the top of it. We are acutely concerned that we are going to end up with some form of concrete monstrosity curving across our front door. The committee might have seen the artist's impression of that, which reinforced our view.

That is the reason why we have come before the committee, as we want the committee to help us,

along with the promoter, to ensure that Murrayfield has an appropriate entrance and that visitors' lasting impression of their trip to Scotland is not of some hideous concrete structure going across our front door.

Dr Sales: Earlier, Miss Grant told us that she thinks that the prior approval mechanism that is operated by the promoter wearing its planning authority hat should satisfy the SRU's concerns in that regard, together with the provisions of the design manual. Do either or both of those factors satisfy the SRU?

Graham Ireland: I think not. To be cynical, the promoter could put together a concrete structure that would be perfectly adequate to carry a tram, but which might not be what we would want to have in front of our national stadium. I do not think that we can rely on the City of Edinburgh Council's planning process to produce an appropriate solution. The proposal might be technically okay, but it would not necessarily be one that we would want.

Dr Sales: On matters relating to construction, from the information that has been provided to date by the promoter, do you know how long it will take to complete the permanent works in particular?

Graham Ireland: That is one of the key problems. At the moment, particularly because of the Network Rail concerns, no one is sure how long the process will take. I am not a technical expert but, from our experience in Murrayfield in the 1990s, I know that such circumstances make it difficult to run events. If, as has been suggested, the process will run for months or years, it will be almost impossible to run the stadium. A great deal of management will be required by both sides, which is why we are seeking certainty over the period as a priority.

Dr Sales: When you had the builders in before, did the SRU have control over the building contracts?

Graham Ireland: Yes, the building contracts were largely under our control because we were doing the works at Murrayfield, which meant that we could specify when the contractor had to cease work because we were having events. If a third party is doing the work on site—with a long lead period in which Network Rail will be involved—it will be difficult to do that.

The event that is taking place next week provides a useful example. We have been landed with a concert at Murrayfield at short notice. As things stand, I fail to see how the promoter would deal with such a situation in relation to clearing the east-west spectator link. We cannot escape the fact that such events come up; as a business and sporting organisation we need protection in the process.

Dr Sales: Mr Murray thought that considerable progress had been made in discussions with the SRU about safety during the construction process. Is that your impression?

Graham Ireland: I speak as the director who is responsible for the stadium and we have had no substantive engagement on the issue. We understand that the promoter met the local authority safety team during the past two weeks, but no tripartite meetings have been held to discuss the matter, to my knowledge. That concerns us.

If we work together, we can reach a satisfactory solution, particularly if the issues to do with the east-west spectator link can be resolved. However, we have no assurance that the problems will be resolved, primarily because we do not know where the columns will be. We do not know whether Network Rail will permit them to be sited entirely on its land or whether they will have to encroach on our land. Until such matters are resolved, there can be no assurance on safety.

I am sure that the committee appreciates that safety issues will ultimately fall back not on the promoter or the council's safety team, but on the SRU, which is unsatisfactory. We have had discussions with the promoter and we have looked to the promoter for assurances that it will take some responsibility if the worst happens, but we have received no such assurances.

Dr Sales: Would there be financial consequences for the SRU should safety considerations not be adequately and properly dealt with through sufficient forward planning?

Graham Ireland: There are two or three key issues. On one occasion during the construction of the Murrayfield stadium in the 1990s, we were within an inch of losing a major international match the evening before it was due to take place, because a site compound had not been tidied up and a number of safety issues had not been resolved.

Such considerations come up before every match, because the safety team must walk round and ensure that all issues are resolved. It might be possible to resolve matters to a degree, but there might be a requirement to reduce the capacity of the stadium. It is difficult, on a Friday night on the eve of a Scotland-England game, to reduce the capacity of the south stand, for example, to accommodate safety concerns.

Such issues can be resolved if there is adequate planning and much detailed knowledge before the event. I do not want to detract from the work that has been done so far, but there are currently big gaps in our knowledge. Those gaps can be filled with a bit of extra work, but we have not yet reached that stage.

Malcolm Thomson: Let us think about the higher considerations. Am I right in thinking that the SRU fully supports the tram proposals?

Graham Ireland: We are very supportive of the tram proposals. The tramline will help to provide transport solutions for Murrayfield and we regard the proposals positively. We want the line to be constructed, but we need to find the right solution to the safety considerations and operational aspects of the scheme.

Malcolm Thomson: I take it from your answer that the SRU fully recognises the improved access to Murrayfield, particularly on match days, that would flow from the construction of the tramline.

Graham Ireland: We do.

Malcolm Thomson: Am I right in thinking that the stacking provision is tailor made to accommodate the requirements of the SRU and the stadium's operations?

Graham Ireland: The proposed stacking area will help to disperse crowds at the end of games.

Malcolm Thomson: Against that background, if the worst were to happen and for some reason Network Rail went back on the indications that it has given about its approval of the promoter's current proposed design, with the result that something akin to an embankment solution was required, which resulted in some incursion into SRU land immediately to the south of the stadium, would the SRU look favourably at what have been described as rejigging arrangements, to enable space for an adequate, safe, east-west pedestrian route to be created?

Graham Ireland: That highlights the current problem. We have been working with the promoter on the issue for the best part of three years. It is easy to say that, with a little rejigging at the southern end of the stadium, everything can be accommodated. Those who know the site, however, know that it is quite tight at the southern boundary. I do not know how many committee members have been round the southern part of the stadium on match days, but if they have they will know that it is extremely tight and congested.

We are happy to continue to work with the promoter to try to reach an appropriate solution. How easy that will be I do not know. The easiest solution would be if Network Rail were to give permission for the pillar that will support the tramway to oversail the east-west spectator link to allow a free flow of pedestrians, as is currently required under the safety certificate. However, if there are other options, I am happy to look at them.

The difficulty for us, as I understand the situation, is that this is the last chance for the SRU to make representations on the bill as it goes

through its process. Therefore, we are looking at proposals that might help to resolve our problems in the future. If we had the opportunity to come back to the committee in two or three months and say, "We have worked through the issues and there have been proposals from the promoter that are acceptable to us," I would welcome that. Until we are at that stage, however, we will be forced to continue with our objection to highlight our concerns.

Malcolm Thomson: As a general proposition and against a background of the benefits that will accrue to the SRU from the tram proposal, is there a continuing willingness on the part of the SRU to work with the promoter to try to find solutions to problems as and when they arise?

Graham Ireland: As I said, we are keen for that work to take place. We will continue to engage with the promoter to try to resolve the problems. We want to be positive about the process and we will continue to be so.

The Convener: As there are no further questions from the committee and no re-examination by Dr Sales, I thank Mr Ireland.

Mark Fisher will now address the issues of stadium operation, Network Rail safety, flood prevention and disruption.

Dr Sales: I would like to look at some of the issues that are still in dispute according to the rebuttal of your witness statement by Mr Murray. Let us think first about the main points of objection as referred to in that rebuttal statement on page 2. Your concern was that the LOD and LLAU proposals would remove SRU control over a strategic part of Murrayfield stadium. In response, it was said that the general LLAU and LOD area has been reduced. Is that your experience of where the negotiations have led us?

Mark Fisher (Carl Bro Ltd): We have had a number of detailed discussions in the past three or four weeks, which have provided some of the backdrop to this committee's work. We have, in a number of different plans and proposals, reviewed the use of the LLAU, but not the LOD so much, in the southern part of the stadium. That has allowed the SRU to gain some comfort that, with the operation of the proposed tram, it would still be able to control that part of the stadium. There are, however, other issues that relate to the construction and permanent works aspects.

Dr Sales: In relation to the thorny issue of whether Network Rail's approval will be forthcoming, how confident are you today that that approval will materialise?

Mark Fisher: My general view about Network Rail approval is that it involves a fairly difficult and tortuous process. I have added to my rebuttal

statement in an appendix a definition of the rail support zone. I have experience in the rail environment and understand the associated issues. It will take some time to gain Network Rail approval for the proposals. At this stage, the designer who represents TIE will not be carrying on with the formal design works of the proposed permanent works; TIE will employ another party to do that. TIE has had no discussions with Network Rail at the present time.

Dr Sales: Considering where things stand today, will you hazard a guess as to how soon such approval may be forthcoming?

Mark Fisher: I guess that it will take a number of months.

Dr Sales: In your view, if approval for use of the heavy rail embankment is not forthcoming for whatever reason, what consequences will that have?

15:15

Mark Fisher: Obviously, we have discussed that point in general. If the approval was not forthcoming, the limits of deviation that are highlighted in the bill would become the edge of the proposed permanent works and consideration would be given to using alternative forms of construction such as a retaining wall structure. Such a structure would reduce the width of the east-west spectator link and would mean that the south part of the stadium would need to be reconfigured. My witness statement and rebuttal promote the view, which we have promoted for the past 12 to 14 months, that that position needs to be reviewed.

Dr Sales: I will move on to another aspect of your evidence. If an overhead structure such as a flyover or bridge was not possible for whatever reason, would that have any consequences for flooding issues?

Mark Fisher: As the information that is before the committee indicates, the limits of deviation for the back pitches need to comply with flood prevention legislation, given the proposed construction of a flood wall in the zone that is highlighted. If the tramline was constructed on the limits of deviation for the tram scheme, that would mean that the flood wall would need to move outwith the limits of deviation for the tram scheme. In other words, the flood wall scheme that is before the Scottish Executive would need to change.

Dr Sales: So the question of Network Rail approval is critical from a number of points of view, as it affects more than just the location of the permanent and temporary works that are proposed in the bill.

Mark Fisher: Indeed.

Dr Sales: In your view, does the code of construction practice give the SRU adequate comfort as to how people within the proximity of the temporary works will be kept safe?

Mark Fisher: As has been mentioned in response to previous questions today, the code of construction practice is a generic document for the full route and associated works. The promoter has also provided a local construction plan, which is a mechanism that is deemed to provide more detail. However, we are not happy with that at present.

Dr Sales: Is it your experience that different options and versions of that local construction plan are still coming forward, even at this relatively late date?

Mark Fisher: We have been involved in a number of discussions with TIE over the past 12 to 14 months, but it is fair to say that the pace has picked up in the past two or three weeks. In endeavouring to resolve a number of key issues, the promoter has provided three versions of the local construction plan. One of those versions alludes to the use of a form of reinforced earth structure with a retaining wall. That is where questions have arisen.

Dr Sales: In paragraph 3.7 of the promoter's rebuttal statement, there seems to be a question as to how many pitches might be affected by the permanent and temporary works. On one view, the number seems to be six, but on another view it seems to be five. The SRU has stated that four pitches would require to be relocated. Can you help us to tidy up that ambiguity?

Mark Fisher: The area that is defined as the back pitches contains appropriate space for six playing pitches. At present, the SRU has chosen to accommodate a temporary tented structure on one of the pitches. That leaves five playing pitches for full use. However, the sixth playing pitch could be returned to its original use if the present temporary tented structure and office accommodation were relocated.

Dr Sales: Paragraph 3.9 of the same rebuttal statement states:

"The promoter, TIE and their advisors would further confirm that SRU and their staff will be consulted at all stages throughout the full design and construction process."

Are you happy with that reassurance?

Mark Fisher: The spirit and general feeling is that we are working with TIE to accommodate the tram works. However, we would need to be satisfied on some fundamental issues before we could say that we are happy with that statement.

Dr Sales: Thank you, sir.

The Convener: Does Mr Thomson wish to cross-examine Mark Fisher?

Malcolm Thomson: I have no questions.

The Convener: The committee has no questions either. I assume that Dr Sales does not wish to re-examine the witness.

Dr Sales: That is correct.

The Convener: In that case, I thank Mr Fisher very much indeed. That concludes the evidence taking.

Gentlemen, we now move to closing speeches, which should be a maximum of five minutes. Notwithstanding Mr Ireland's excellent evidence, Dr Sales will no doubt wish to clarify exactly what he wishes the committee to do, bearing in mind our limited powers in the matter.

Malcolm Thomson: Sir, I was about to open my speech by making that very point. The situation here is that the promoter wants to build a tramline and, as far as we can see, the SRU is quite happy to support that project. There is no suggestion by the SRU that the promoter should choose a different route to avoid the stadium. The question is how the two can be fitted together. Against the background that both want the tramline to happen, it seems to me that one should look with reasonable optimism on the prospect of detailed agreement being reached between the parties on the matters that have been canvassed today.

So far as detailed matters are concerned, the first problem is the position of Network Rail. Against the background of the verbal assurance from a representative of Network Rail that the promoter's current proposal is acceptable and the evidence that a similar solution has been implemented elsewhere with regard to heavy rail works and tram works, there are reasonable grounds, in my submission, for optimism that the preferred solution will be approved. If, however, in the worst case, it is not approved, one comes to the fallback position of a minor incursion within the LODs on to SRU land, and the general background of both parties wishing to find a solution that enables safe east-west pedestrian passage consistent with an incursion by some part of the tram works. That may involve rejigging or repositioning some of the existing features on the ground, but that is something that the promoter would certainly work with, and as far as one can see from Mr Ireland's evidence, it is likely that the SRU would also co-operate.

So far as specific issues are concerned, the question of the section 50 agreement was raised. In my submission, that should not be perceived as a major issue against the background of the extreme difficulty for the council, wearing one hat as promoter, causing a party to a section 50

agreement to be in breach of it while, wearing another hat, seeking to extract some sort of penalty or take enforcement action. That difficulty is plainly capable of being resolved, and certainly in good time before any work starts on site, which is what would trigger a breach of the section 50 agreement.

So far as design is concerned, we have heard evidence of willingness by the promoter to involve the SRU in the design process. We have heard about the evolving design manual, and we have heard Ms Grant's evidence about the opportunity for involvement, if necessary, at the prior approval stage. One would have hoped that design involvement would have happened at a much earlier stage than prior approval, and it is plainly in no one's interests to see what was kindly described as a "concrete monstrosity" over the front door of the stadium.

Operationally, because of the long lead-in times both for fixtures and for access to the Network Rail land, there is no reason to anticipate insoluble difficulties in ensuring a meshing of both so as to hinder neither. Provided that the work on the back pitches is done at an early stage, and during the close season for rugby activities, by the time that that area is required for tram operations the pitches will have been reconfigured and the time of the season will no longer be an issue.

Convener and members of the committee, I invite you, not having been asked to consider amending the bill, not yourselves to consider such a course of action, but rather to be confident that, in all probability, full agreement will be reached informally between the promoter and the objector.

The Convener: Mr Thomson, you took exactly five minutes, to the second.

Dr Sales: I will endeavour to cover the five key issues as I see them in a similar time.

The SRU believes that the impact of tramline 2 on its interests will be major and not marginal, as claimed by the promoter. The SRU believes that the extensive impact will arise from the several factors that I put to Ms Grant today.

On safety, even though all the land within the LLAU that is proposed to be taken is to be fenced off, the code of construction practice is merely a generic document that is inadequate to ensure that safety issues do not arise as a result of there being a major construction site in close proximity to an area where many thousands of people will congregate during events at the stadium. Even though the appendix to the code of construction practice—the local plan for Murrayfield—has been formulated in draft, it does not yet contain sufficient detail or comfort to address the SRU's several concerns. We recognise that the promoter accepts that more comfort should be given, but that has not yet happened.

The safety plan for the stadium is based on a risk assessment. If more land is taken at the southern end of the stadium area, changes to the safety plan will be required. Such changes should be encompassed in a temporary ground certificate, which should last for the duration of the temporary works. Failing that, we put it to the committee that the powers to acquire the land within the LLAU at the location should be restricted to account for the safety issue. The difficulty arises in what is presently a free-flow area. The construction of large columns or pillars in the east-west spectator link could cause a hazard, the potential for which would change the safety equilibrium calculation for the stadium, which would cause changes to each event plan, with potential insurance consequences.

The stadium has operated for many years without incident. Any accident or damage that is caused by pillars or similar structures in the free-flow area could compromise that otherwise unblemished record. As the promoter is also the certifying authority, it is appropriate that it should be entrusted with obtaining any new certificate and providing the SRU with an indemnity against all risks that arise from the proximity of construction works to the large numbers of people who use the stadium on event days, in terms of both liability risks and financial losses that may be incurred.

The LODs include both the rail embankment and the east-west spectator link. If Network Rail does not finally approve the use of the rail embankment, an even larger part of SRU land will be required for the permanent works, albeit still within the LODs. That is because the tramline cannot be moved any closer to the existing railway line. The promoter does not appear to have developed a fallback position in case Network Rail approval to use the rail embankment is not forthcoming. Therefore, if no agreement on the matter can be reached between Network Rail and the promoter on the one hand and the SRU and the promoter on the other, the SRU seeks a restriction on the powers in the bill to minimise the area of principal support for the tramway in the east-west spectator link.

The SRU seeks restoration of the back pitches to an appropriate technical specification. The need to relocate the pitches arises from the requirements of both the permanent and the temporary works. The pitches are subject to contract with tenant clubs and should not be seen as just grass and posts. The integrity of the surface of the pitches is critical to maintaining the value of uninjured players. In the absence of contractual agreements, the SRU seeks provision in the bill for full reinstatement of the pitches to the standard at the time of reinstatement, which may be higher than at present. In the absence of a contractual agreement, the SRU also seeks a

limitation on the powers in the bill to ensure that the pitches are not moved by the authorised undertaker or on behalf of the promoter other than in the off-season. The bill should also ensure that there is no acquisition of the areas of land requiring relocation of the pitches until satisfactory relocation has occurred.

My final point is on the quality of the tram infrastructure in the vicinity of the stadium. As has been stated in evidence, the stadium is a national one and attracts thousands of visitors each year. It is a national asset with a world focus. It is therefore important that the approaches to the amenity are not blighted by what has been described as a “concrete monstrosity” and that the SRU has a formal consultation role in the design process.

The Convener: That concludes the oral evidence taking for today and indeed for a number of weeks, because of the parliamentary recess. In the interval, I fully expect the promoter to make every effort to progress negotiations and, I hope, to obtain a resolution with a number of the objectors, especially given that some of the points of dispute appear to be fairly minor. We are in general agreement that it is not a productive use of the committee’s time, nor of the specialist witnesses’ time, to have long evidence-taking sessions on matters that could be resolved in another way with a little bit more effort. I appreciate that there are resource issues and constraints on everyone—the committee well understands such issues—but it is my intention to write to senior management at TIE to ask whether resource issues are inhibiting the resolution of objections. I appreciate that this might be a little unfair to Mr Thomson, but I ask him whether he has any comments to make in that respect, notwithstanding his instructions.

Malcolm Thomson: There are inevitable resource implications in the sense that the same witness cannot do two things at the same time. The practical difficulty is that many of the witnesses who were required to prepare statements and rebuttals and read incoming statements are the same people who would like to be out attending meetings with objectors. Consistent with that, everything that can be done will be done, certainly so far as I have any say in it.

The Convener: I appreciate that undertaking. Do members agree that we should write to TIE?

Members indicated agreement.

The Convener: As members will recall, we agreed to meet in private at the end of each oral evidence-taking session to consider the evidence, which will greatly assist us in drafting our report at the end of phase 1 of the consideration stage. With the hope that all concerned will have an enjoyable summer, we now move into private.

15:32

Meeting continued in private until 15:45.

Members who would like a printed copy of the *Official Report* to be forwarded to them should give notice at the Document Supply Centre.

No proofs of the *Official Report* can be supplied. Members who want to suggest corrections for the archive edition should mark them clearly in the daily edition, and send it to the Official Report, Scottish Parliament, Edinburgh EH99 1SP. Suggested corrections in any other form cannot be accepted.

The deadline for corrections to this edition is:

Tuesday 12 July 2005

PRICES AND SUBSCRIPTION RATES

OFFICIAL REPORT daily editions

Single copies: £5.00

Meetings of the Parliament annual subscriptions: £350.00

The archive edition of the *Official Report* of meetings of the Parliament, written answers and public meetings of committees will be published on CD-ROM.

WRITTEN ANSWERS TO PARLIAMENTARY QUESTIONS weekly compilation

Single copies: £3.75

Annual subscriptions: £150.00

Standing orders will be accepted at Document Supply.

Published in Edinburgh by Astron and available from:

Blackwell's Bookshop
53 South Bridge
Edinburgh EH1 1YS
0131 622 8222

Blackwell's Bookshops:
243-244 High Holborn
London WC1 7DZ
Tel 020 7831 9501

All trade orders for Scottish Parliament documents should be placed through Blackwell's Edinburgh

Blackwell's Scottish Parliament Documentation
Helpline may be able to assist with additional information on publications of or about the Scottish Parliament, their availability and cost:

Telephone orders and inquiries
0131 622 8283 or
0131 622 8258

Fax orders
0131 557 8149

E-mail orders
business.edinburgh@blackwell.co.uk

Subscriptions & Standing Orders
business.edinburgh@blackwell.co.uk

RNID Ttypetalk calls welcome on
18001 0131 348 5412
Textphone 0845 270 0152

sp.info@scottish.parliament.uk

All documents are available on the Scottish Parliament website at:

www.scottish.parliament.uk

Accredited Agents
(see Yellow Pages)

and through good booksellers

Printed in Scotland by Astron