

*Confidential*

# FINAL ADJUDICATION

**Fenland Landscape Against Turbines** Case number: A08-50535

t/a FLAT

The Old School House  
School Road  
Marshland St James  
Wisbech  
Cambridgeshire  
PE14 8EY

**Media:** Leaflet  
**Sector:** Non-commercial

**Number of complaints:** 1

## Ad

A leaflet, by Fenland Landscape Against Turbines (FLAT), stated "BEWARE!! A foreign backed company intent on spoiling the landscape around this village has been sending out leaflets in an effort to get support to surround us with wind turbines which are 420 feet tall. Who has been delivering these leaflets? 1. Is it concerned residents? We don't think so. 2. Is it an official body or government department? Definitely not. 3. Is it the husband of a parish councilor [sic] who is also one of the main beneficiaries if this proposal goes ahead? Possibly. Just ask yourself a question. If they GENUINELY have no proposal as stated in their leaflet then why on earth are they attempting to gain support? Take no notice of this nonsense. Your house could plummet in value and end up worthless and unsaleable if this goes ahead and your life could be ruined by noise and disturbance. The developers will end up rich while you suffer. This Thursday you have the opportunity to have your say on the following; "DO YOU WANT WIND TURBINES BUILT ON LAND WITHIN OR SURROUNDING MARSHLAND ST JAMES?" VOTE NO and make them go. Your Parish Poll; Village Hall Marshland St James This Thursday 11th October 4 to 9pm You do not need a voting card - you do need to vote. It may be the most important thing you ever do for yourselves, for your community and for the environment! Most of the content of the leaflet from Marshland Windfarm Ltd is such nonsense that it does not justify a comment. However there are a few points that we feel cannot go unchallenged. 1. Any wind turbines. This is not about your personal choice to put up small turbines and the developers are well aware that the poll will only be used to challenge their industrial scale turbine proposal - this is why they are so frightened of a NO vote!! 2. House prices. The study by the Royal Institute of Chartered Surveyors (RICS) was conducted in one small isolated community in Cornwall! In fact RICS own website states very clearly that their study was inconclusive because its scope was so small. But it did show a clear link to house price drop within 1 mile of the wind turbine site. 3. Are wind turbines efficient? Wind turbines are not efficient. It is an accepted fact that most developers claim in excess of 30% efficiency in their planning documents but once built the actual figures are much less - sometimes much lower than 20%. 4. The developers get huge grants. The developers do get huge subsidies to develop these white elephants. In some countries that have discontinued subsidies no additional turbines have been built using private money. Do you know that the landowners will stand to receive

between 8 and 15 thousand pounds per year, per turbine, guaranteed for 25 years!!!! You will be paying to make them rich via your taxes!! 5. Are turbines built close to homes? The answer is YES. In this country they can be built within a few hundred metres of YOUR home. They are 139m high (taller than the London Eye) and it is proposed to build 26 - we would suggest that this WILL surround the village and totally desecrate the area!"

### **Issue**

Marshland Wind Farm Ltd challenged the claims

1. "Your house could plummet in value and end up worthless...";
2. "... your life could be ruined by noise and disturbance.";
3. "Wind turbines are not efficient ... most developers claim in excess of 30% efficiency ... but once built the actual figures are much less - sometimes much lower than 20%.";
4. "... developers do get huge subsidies ... landowners will stand to receive between 8 and 15 thousand pounds per year, per turbine, guaranteed for 25 years!!!!" and
5. "... it is proposed to build 26 [turbines] ... this WILL surround the village and totally desecrate the area".

### **Response**

1. & 2. FLAT said they had been careful to ensure that the claims were made in conditional terms and explained that they were based on well-documented cases where people had suffered noise, disturbance and a drop in the value of their homes as a result of a wind farm being built nearby. They sent copies of articles taken from the internet in support.

3. FLAT said they used figures that were in the public domain because developers were often reluctant to release efficiency figures. They sent a copy of a document published by the Department for Business Enterprise and Regulatory Reform (BERR) titled "Efficiency and Performance Wind Energy Fact Sheet". It explained that the capacity, or load, factor was the energy generated during a given period divided by the energy that would have been generated had the wind farm been continually running at maximum output. The document stated that, in Europe, capacity factors varied between 20% and 40%. It also stated that the variation in capacity factors was primarily due to differences in local wind speed.

FLAT explained that Fenland was situated in a low wind speed area; Government figures indicated an average wind speed of between five and six metres per second. They said, based on the BERR fact sheet, the average UK capacity factor was 30%. They believed capacity in a low wind speed area such as theirs was therefore likely to be closer to 20%. FLAT sent another document showing the average power output for a three megawatt turbine and mean wind speeds. They said they used the power curve supplied by the turbine manufacturer which showed that with such low wind speeds, the turbines were likely to generate only 400 kilowatts of output. They understood that figure related to 15% of the potential total output of the three

megawatt turbine, hence their claim that "once built the actual figures are much less - sometimes much lower than 20%".

4. FLAT said they understood that developers received large amounts of money via Renewables Obligations Certificates (ROCs). FLAT explained that, while they could not state with certainty what the payments would amount to in this case, in other cases, payments to landowners had been in the region of £8,000 and £15,000 pounds per year, per turbine for 25 years.

5. FLAT said, at the time the leaflet was published, the proposal was for 26 turbines. They nevertheless accepted that the number of turbines had since been reduced to 19 and their literature had been amended accordingly. FLAT also conceded that the claim that the turbines would "surround the village" was inappropriate but asserted that the wind farm would still dominate the village.

## **Assessment**

### **1. Upheld**

The ASA noted the claim "Your house could end up worthless" used conditional language. We understood that FLAT had based the claim on the experiences of some people who lived in areas where wind farms had been built. We considered that, in spite of the conditional language, readers were likely to infer that their homes would also end up worthless if the Fenland wind farm was built. While we noted the proximity of a wind farm might influence property prices, we considered that the leaflet described the most extreme circumstance which was unlikely to be realised in all cases. We concluded that the leaflet could therefore mislead by exaggeration.

On this point, the leaflet breached CAP Code clause 7.1 (Truthfulness).

### **2. Upheld**

We noted, as with point (1), the claim "your life could be ruined by noise and disturbance" used conditional language. We also noted there existed a body of anecdotal evidence which indicated that some people living near wind farms had experienced issues with their quality of life, such as disturbance and annoyance caused by noise from the wind farm. We considered that the reference to quality of life was subjective and that any perception of noise or disturbance would vary between individuals depending on factors such as their proximity to the wind farm.

We considered that the notion that people's lives could be "ruined" by noise and disturbance counteracted the conditional tone and subjective nature of the claim. We concluded that the claim was too bold and could therefore mislead by exaggeration.

On this point, the leaflet breached CAP Code clause 7.1 (Truthfulness).

### **3. Upheld**

We noted the leaflet claimed "Wind turbines are not efficient" and then quoted percentages that FLAT believed related to the efficiency of a three megawatt turbine. We noted however the figures they referred to which were quoted in the BERR fact sheet related to the capacity factor of a wind turbine, not its efficiency. We understood that efficiency normally referred to the actual amount of energy extracted

as a fraction of the total energy available. We noted the capacity factor referred to the amount of energy extracted as a fraction of the theoretical maximum amount of energy and not the amount of energy actually available to a turbine in the course of a year. We considered that the capacity factor was not an appropriate method of assessing the actual efficiency or inefficiency of a wind turbine. We concluded that the claim was likely to mislead.

On this point, the leaflet breached CAP Code clauses 3.1 (Substantiation), 7.1 (Truthfulness) and 49.3 (Environmental claims).

#### 4. Upheld

We noted the claim was based on FLAT's belief that developers received subsidies and that landowners received payments, as had happened in the development of other wind farms. We considered that readers would understand from the claim "Do you know that the landowners will stand to receive between 8 and 15 thousand pounds per year per turbine, guaranteed for 25 years" that payments in the region of those amounts would be paid to landowners in the development of the Fenland wind farm when we understood that no such figures had been agreed. We concluded that the claim was unsubstantiated and could mislead.

On this point, the leaflet breached CAP Code clauses 3.1 (Substantiation) and 7.1 (Truthfulness).

#### 5. Upheld

We noted FLAT's assertion that, when they distributed the leaflet, the wind farm proposal was for 26 turbines which would surround the village, although they conceded that those plans had now been amended. We considered that readers were likely to infer from the leaflet that the wind farm planning application was underway and that the wind farm would consist of 26 turbines which would surround the village. We nevertheless understood from Marshland Wind Farm that, at the time the leaflet was distributed, no formal proposal existed. We noted FLAT had not submitted documentary evidence to show that the initial design of the wind farm was as described in their leaflet and therefore concluded that the claim could mislead.

On this point, the leaflet breached CAP Code clauses 3.1 (Substantiation) and 7.1 (Truthfulness).

#### **Action**

The leaflet must not appear again in its current form. We advised FLAT to contact the CAP Copy Advice team for guidance with the wording of future marketing material.