
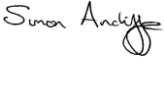


The London Borough of Haringey (High Road West Phase A) Compulsory Purchase Order 2023

Appendices to the Proof of Evidence of Mr Simon Ancliffe
October 10, 2023



Project name		Project HRW					
Document title		The London Borough of Haringey (High Road West Phase A) Compulsory Purchase Order 2023					
Project number		12619166					
File name		THFC - CPO - Crowd Flow APPENDICES - FINAL.docx					
Status Code	Revision	Author	Reviewer		Approved for issue		
			Name	Signature	Name	Signature	Date
S4	FINAL	Simon Ancliffe	Simon Owen		Simon Ancliffe		10 th October 2023

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Contents

Appendix A	Reference Documents	2
Appendix B	High-Level Hoarding Proposal and Alternative Routes [Excerpts]	4
Appendix C	The Baroness Casey Review (Euro 2020 Final) – [Excerpts]	10
Appendix D	Boxing Local Area Management Plan [Excerpts]	14
Appendix E	Major Event Day Monitoring Report [Excerpts]	18
Appendix F	Tottenham Hotspur Stadium Event Monitoring: Guns N’ Roses [Excerpts]	21
Appendix G	Guide to Safety at Sports Grounds (Green Guide) [Excerpts]	24
Appendix H	WHL Station Barrier Plan	29
Appendix I	Existing Barrier Arrangements for Post-Match Egress, Football	31
Appendix J	Local Area Management Plan (LAMP) Addendum: Concerts [Excerpts]	33
Appendix K	Email From Simon Owen, Movement Strategies to Jinu Varughese, Buro Happold (Queue Footprints)	37
Appendix L	Legal Note on Access Rights for Crowd Flow Management	40
Appendix M	Full Page Figures	54

Appendices

Appendix A

Reference Documents

The following documents are those produced by Lendlease, their advisors or as part of the Planning process where aspects related to crowd flow and safety have been referenced in the Proof of Evidence:

Table 1: Reference Documents

Index	Document Title	Core Document Reference	File Name	Date of Issue	Organisation
A	Crowd Flow Study Prepared for Lendlease (High Road West) Limited, Hybrid Planning Application, High Road West [May 2022]	CD 4.40	Crowd Flow Report May 2022.pdf	May 2022	Buro Happold
B	Construction Environmental Management Plan Prepared for Lendlease (High Road West) Limited, Hybrid Planning Application	CD 4.41	LL CEMP May 22.pdf	May 2022	Lendlease Construction
C	CPO Statement of Case	CD 7.1	hrw_phase_a_cpo_-_statement_of_case_-_final_-_pdf1404655351.pdf	May 2023	Pinsent Masons
D	Phasing Plan for the CPO	CD 5.09	Cd_59_-_scheme_phasing_plan_may_2023.pdf	May 2023	Lendlease
E	High-Level Hoarding Proposal and Alternative Routes		Applicant Crowd Flow Hoarding Clarifications & emergency routes 20th July.pdf	July 2022	Buro Happold

Appendix B

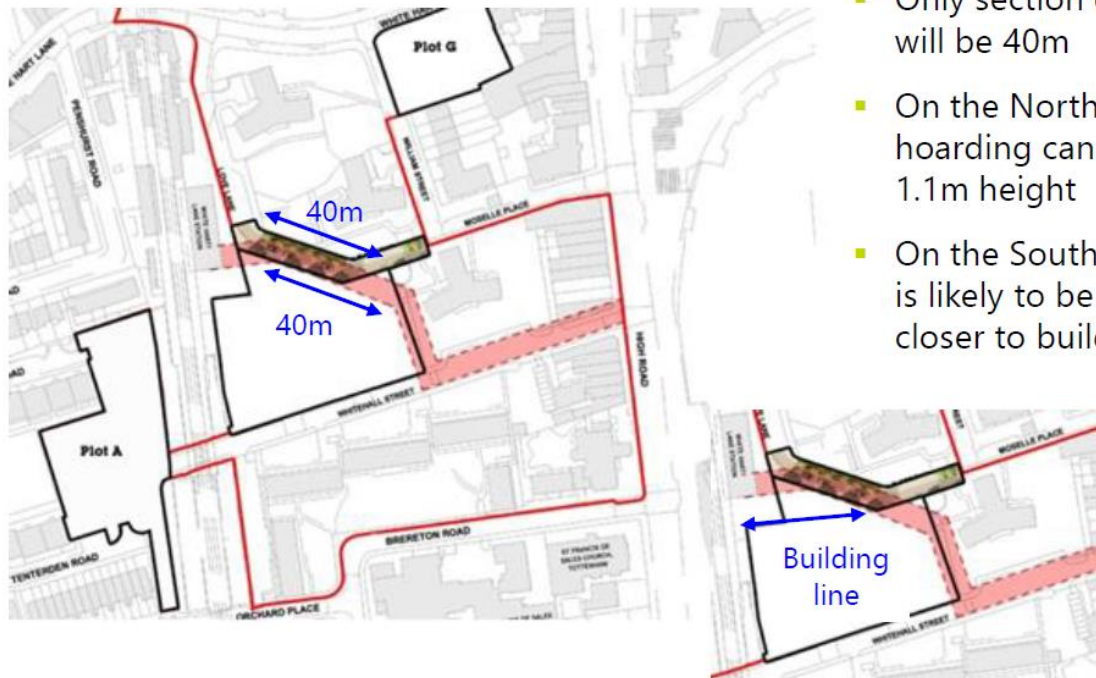
**High-Level Hoarding Proposal and
Alternative Routes [Excerpts]**

CLARIFICATION OF HOARDING

BURO HAPPOLD

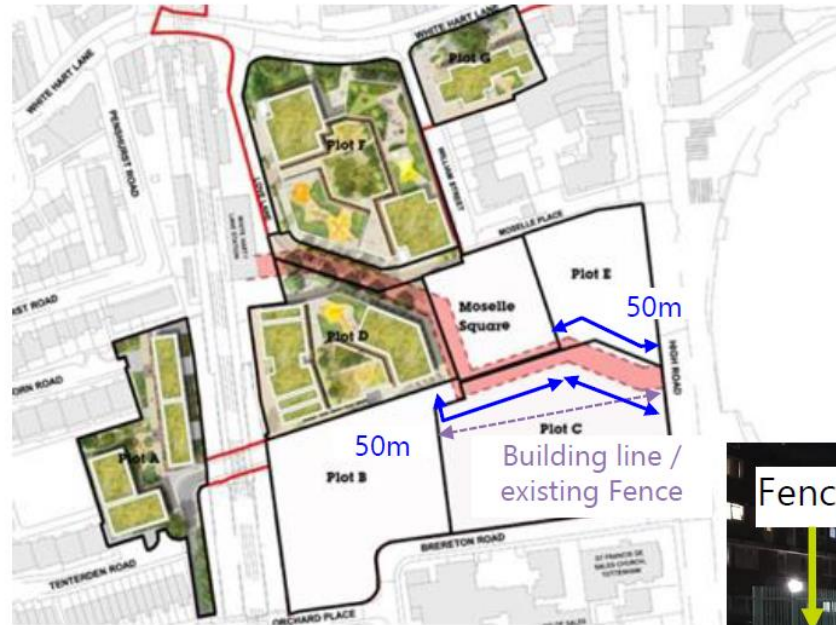
COPYRIGHT © 1976-2021 BURO HAPPOLD. ALL RIGHTS RESERVED

Q2 2023 to Q2 2025

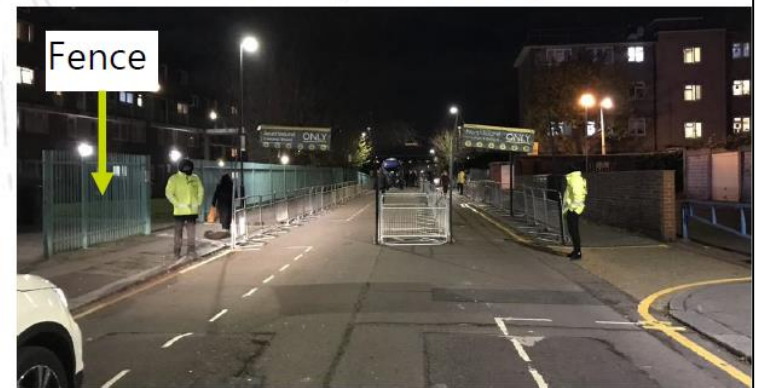


- Only section of hoarding will be 40m
- On the North side the hoarding can be the lower 1.1m height
- On the South the hoarding is likely to be further south closer to building line

Q4 2029 to End-State

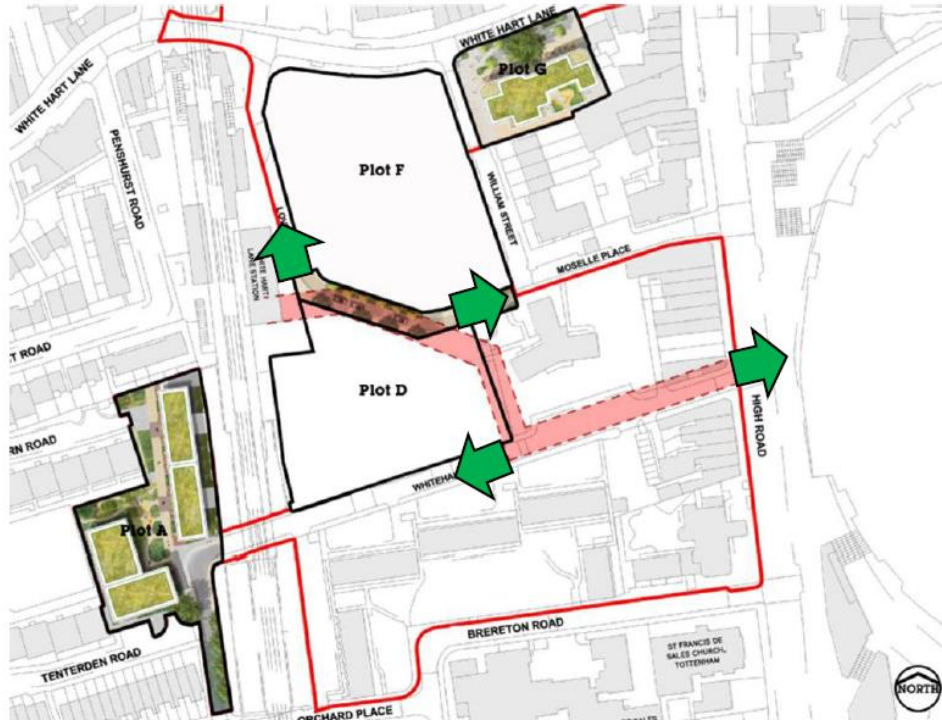


- Hoarding on both sides for max 50m
- Hoarding one side for additional ~50m – this will not be any further forward than the existing fence along Whitehall street
- Around Moselle Square will not require hoarding



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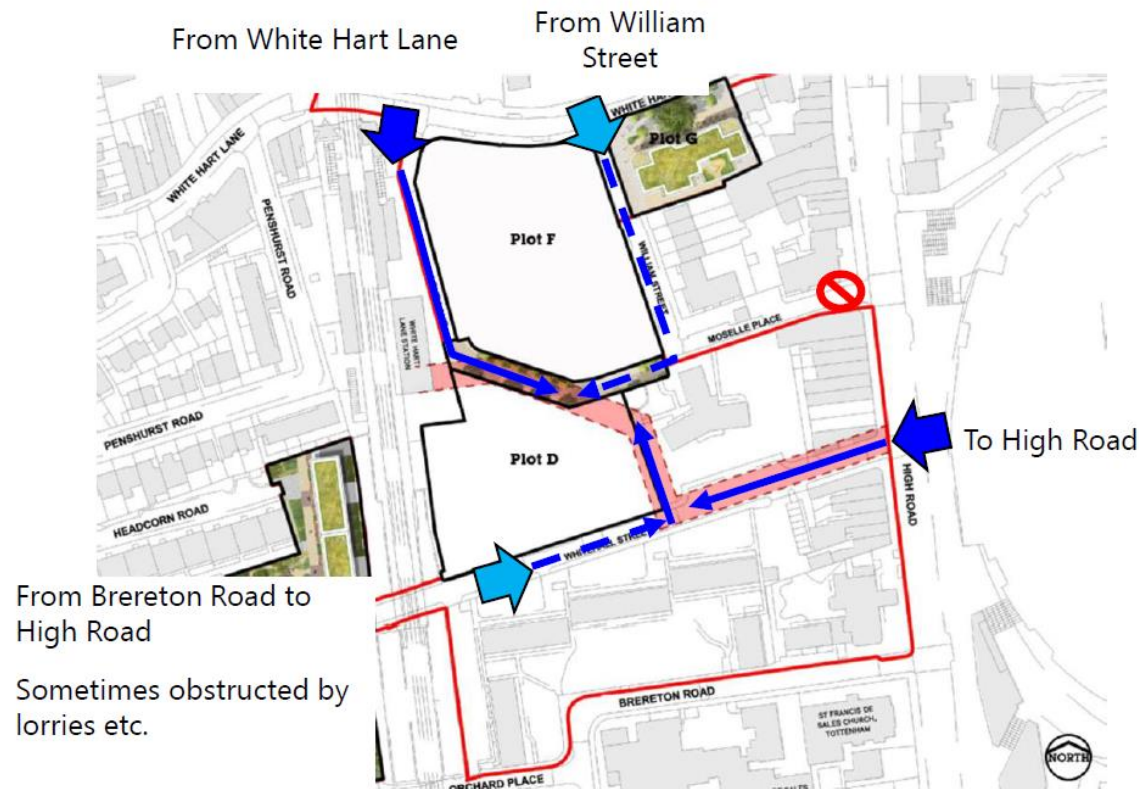
Potential dispersal routes during construction



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Potential Ambulance access routes during construction



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Appendix C

**The Baroness Casey Review (Euro 2020
Final) – [Excerpts]**

The Baroness Casey Review

An independent Review of events surrounding the
UEFA Euro 2020 Final '*Euro Sunday*' at Wembley

December 2021

The Baroness Casey of Blackstock DBE CB

- The availability of alcohol and drugs in very high quantities, which can desensitise those involved

Mr Stuart's report explains the most potentially dangerous crowd scenarios that might have been pertinent to Wembley Stadium on 11 July. These are summarised in the table below.

Crowd scenario considered	Description/ rationale
Excess crowds overloaded in large spaces	Too many people are present, even in seemingly large and open spaces, leading to crowds suffering asphyxia
Excess crowds overloaded in confined spaces	As above, but in smaller spaces (e.g. in or around buildings with limited entrances or exits)
Door wedging	Too many people try to enter a doorway at the same time
Progressive crowd collapse and entrapment	At high densities, 'ripples' or 'crowd quakes' can run through crowds, ultimately leading to a crowd collapse with people stacked on top of each other
Progressive crowd collapse on staircases (internal or external)	Inability to see the steps once within a crowd creates the risk of falling on a staircase
Barrier collapse and entrapment/ entanglement	In certain scenarios, the barriers themselves - while normally beneficial to crowd safety - can become the hazard that can inflict injury
Slip, trip or fall in a moving crowd with potential trampling	As crowd density increases, the risk of being tripped or tripping another also increases
Self-crushing crowd	Crowds that are directed or take routes in opposite directions come face to face, leading to crushing, for example, with the crowd in front turning into the onrushing crowd behind

The next section considers whether and, if so, how these scenarios might have played out on 11 July.

2 Near misses on 11 July

Below, is a summary of the evidence with regards to each of the above scenarios, drawing on Mr Stuart's independent report, as well as interviews with staff at Wembley.

2.1 Excess crowds overloaded in large spaces

The Review has found no evidence that crowd density around Wembley ever reached the level required for a mass fatality crush incident on 11 July. There are accounts

2.5 Slip, trip or fall in a moving crowd with potential for trampling

Analysis of CCTV footage reveals a number of incidents, which might have led to serious injury or worse. For example, at 5.25pm a surge of 100 individuals to the top of the Spanish steps caused barriers to collapse and led to a number of individuals being trampled, including a young male who fell and was temporarily 'buried' by other people falling on top of him. Although he climbed free he subsequently suffered a seizure and was treated at the scene.

58

In another incident at 6.45pm (Gate G), a female is seen being knocked down and trampled on by others, until another man recovers her from the floor. Later, at the same gate, footage from a phone being used within the stadium captures a series of disturbing incidents as ticketless individuals rush towards the door, including a man carrying a small child being swept in backwards through the door. He fell backwards hanging on to the child, falling over those behind him as he was pushed in.

From this footage, it does appear remarkable that there were not more serious injuries reported.

Appendix D

**Boxing Local Area Management Plan
[Excerpts]**



TOTTENHAM HOTSPUR STADIUM
LOCAL AREA
MANAGEMENT PLAN
(LAMP)



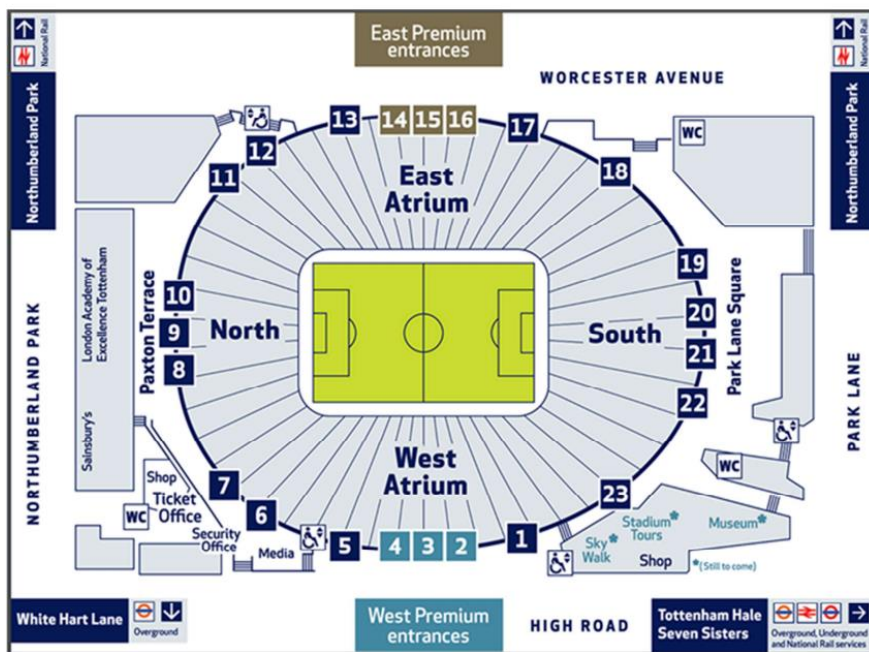
BOXING LAMP
NOV 2022



1 Executive Summary

- 1.1 Stadium Management Ltd ("SM") was commissioned in October 2016 by Tottenham Hotspur Football Club ("THFC") to prepare a Local Area Management Plan ("LAMP") and corresponding strategies as required for the Northumberland Development Project (NDP). The LAMP is a S106 requirement.
- 1.2 The LAMP was approved with conditions ahead of the first stadium event in April 2019. The format of this LAMP has been agreed with LBH, i.e. that this is an addendum to the main LAMP, rather than a whole new document, as for the most part they are the same operations/overlay as a football event.
- 1.3 SM was commissioned in Oct 2022 to work on the LAMP for a December 2022 boxing event at the stadium.
- 1.4 This Boxing LAMP addendum should be read in conjunction with the original approved LAMP. This document has been specifically produced for a Boxing Event on Saturday 3rd December 2022, where it is proposed that the spectator attendance is proposed to be circa 60,000 spectators.
- 1.5 The LAMP operations for this boxing event are 90% as football match and the approved LAMP document. The LAMP operations take on board lessons learnt and feedback from the first boxing event at the stadium on 25 September 2021 – AJ fight.
- 1.6 The THFC football LAMP should be read in conjunction with this Addendum, the approved version and reference for the THFC LAMP documents is detailed below:
 - DATE – 23/03/2019
 - Doc Ref:SM_THFC_LAMP_0418-0019
- 1.7 Tim Spencer and Co is THFC's long standing transport consultant and is responsible for all the demand forecasting for THS. Tim Spencer and Co has a deep and detailed understanding and built key working relationship with all transport partners. The LAMP is built on the information contained within the transport plan and the mode split.
- 1.8 This LAMP has taken on board lessons learnt from the first AJ match with the introduction of additional parking and traffic management measures and additional toilets to address anti-social behaviour. These measures are supported by enhanced communications to spectators to respect the local area.

Figure 3.3 : Tottenham Hotspur Stadium – Venue Site Plan Showing Entrance Gates



Appendix E

**Major Event Day Monitoring Report
[Excerpts]**

TOTTENHAM HOTSPUR FC STADIUM

Major Event Day Monitoring Report

OCTOBER 2020



6 Arrival and Departure Profiles

6.1 Introduction

6.1.1 Section B. (e) of Schedule 19 of the S106 requires the monitoring of:

"The arrival and departure profiles for the Completed Stadium and the levels of post Major Event retention of spectators within the vicinity of the Completed Stadium after an event".

6.1.2 In discussion with LBH, it was agreed that the arrival and departure profile of supporters would be captured using turnstile counts and the results of mobile phone tracking of spectators using the official THFC mobile phone application, which would also serve as a source of data to measure spectator retention after an event.

6.1.3 The results provided by these data sources has been compared to stadium commercial data, station entry/exit profiles and on-site retention observations made by Arcadis/AGA after each event.

6.2 Turnstile Arrival Profiles

6.2.1 THFC provided turnstile count data in the form of the number of spectators entering the stadium per minute. This data has been presented in Figure 13 in the form of the cumulative number of spectators that have routed through the turnstiles each minute expressed as a percentage of the total routing through the turnstiles.

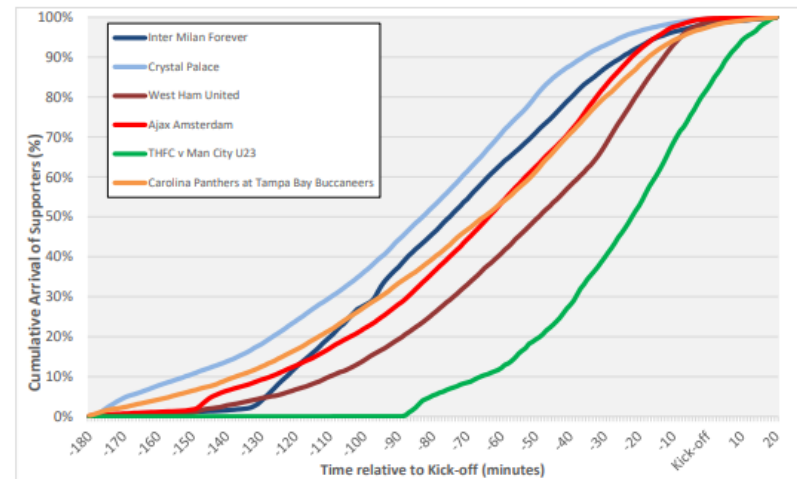
6.2.2 Figure 13 illustrates that spectators arrived earlier for the Inter Milan Forever and Crystal Palace games, with 70% of supporters arriving at least an hour prior to kick-off for the Crystal Palace match and approximately 65% arriving an hour prior to kick-off for the Inter Milan Forever game. However, data from these two events may not be effective in predicting future arrival profiles due to other factors that were occurring during those events. For example, supporters arriving for the Crystal Palace match were told in advance that an opening ceremony would be held prior to the match and many therefore arrived earlier than usual. The Inter Milan Forever game was the second ever game held at the new stadium and may also have been subject to unusual arrival patterns.

6.2.3 The West Ham United and Ajax Amsterdam events may provide a better representation of Weekend and Weeknight arrival profiles respectively. For the Weeknight Ajax Amsterdam match, 50% of all spectators had entered the stadium 65 minutes prior to kick-off, whilst the same 50% threshold was only attained around 45 minutes prior to kick-off for the Weekend West Ham United match. The 90% arrival threshold was reached 22 minutes before kick-off for the Ajax Amsterdam match and 13 minutes before kick-off for the West Ham United match. For both events, the 100% threshold was reached around kick-off time.

6.2.4 Supporters were also seen to be arriving relatively early for the NFL event, with approximately 54% of spectators arriving an hour prior to kick-off. This was only the 2nd NFL event to be held at the stadium and the first visit for many spectators, resulting in unusual recorded arrival patterns.

6.2.5 It is noted that doors only opened 90 minutes prior to kick-off for the Minor event, hence the unusual pattern illustrated within Figure 13 for this event.

Figure 13: Cumulative Spectator Arrival Profile by Event (Turnstile data)



Appendix F

Tottenham Hotspur Stadium Event

Monitoring: Guns N' Roses [Excerpts]



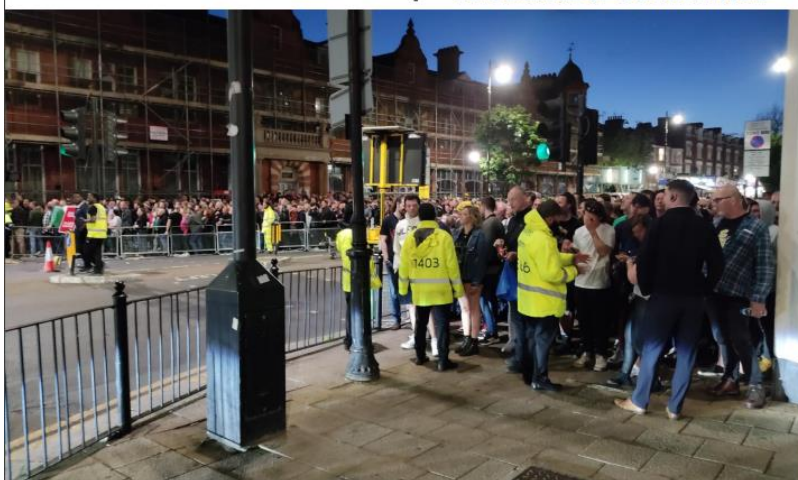
Tottenham Hotspur Stadium Event Monitoring

**Guns N' Roses, Friday 1st July 2022:
White Hart Lane & High Road Pedestrian
Survey Analysis**

Tottenham Hotspur Football & Athletic Co. Ltd

9 September 2022

→ The Power of Commitment



3. White Hart Lane Pedestrian Flows

3.1 Introduction

White Hart Lane is closed in the post-event period between High Road and Pretoria Road. For the Guns N' Roses concert, the road closure was put in place at approximately 22:20 and was removed around 22:55.

Pedestrian movements were observed by GHD and AGA staff during both the pre-event and post-event periods at the High Road / White Hart Lane and White Hart Lane / Pretoria Road junctions. Observations were recorded using a combination of still and video photography and observation notes, recording observations as they arose. The interaction between pedestrians and vehicles was also observed.

Count data was collected from 22:00 (10 minutes prior to the concert finishing) to 00:30 (approximately 2 hours and 20 minutes after the concert finished). The complete survey data at both junctions attached in Appendix C. The following sections present the results of the surveys and observations.

3.2 White Hart Lane / High Road junction

3.2.1 Pedestrian Flow Count Data

Count data was collected from 22:00 (10 minutes prior to the concert finishing) to 00:30 (approximately 2 hours and 20 minutes after the concert finished) at the High Road / White Hart Lane junction, recording the number of pedestrians routing between each arm of the junction.

The count of pedestrians routing from High Road south of the junction with White Hart Lane to High Road north and into White Hart Lane is presented in Table 3-1. The table shows that before the concert finished at 22:10 pedestrian flows were around 150 pedestrians per 5-minute period. After the event finished flow volumes increased rapidly between 22:15 and 22:20 (up to 10 minutes after the end of the concert) from 427 to 1,202 pedestrians per 5-minute period and reached a peak 5-minute flow of 1,671 pedestrians at 22:30, approximately 20 minutes after the concert ended. Pedestrian flows decreased significantly in the following 5-minute period.

Table 3-1 Pedestrian from High Road (S) to High Road (N) and White Hart Lane

Time	Number of Pedestrians per 5-minute period		
	To White Hart Lane	To High Road (N)	Total
22:00	88	62	150
22:05	70	76	146
22:10	89	58	147
22:15	250	177	427
22:20	629	573	1202
22:25	783	638	1421
22:30	678	993	1671
22:35	526	539	1065
22:40	297	326	623
22:45	186	242	428
22:50	107	227	334
22:55	74	143	217
23:00	55	76	131
23:05	77	112	189
23:10	57	110	167

GHD | Tottenham Hotspur Football & Athletic Co. Ltd | 12584682 | Tottenham Hotspur Stadium Event Monitoring 19
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Time	Number of Pedestrians per 5-minute period		
	To White Hart Lane	To High Road (N)	Total
23:15	53	65	118
23:20	38	59	97
23:25	43	45	88
23:30	44	48	92
23:35	29	51	80
23:40	19	48	67
23:45	12	62	74
23:50	7	27	34
23:55	33	35	68
00:00	25	20	45
00:05	15	11	26
00:10	21	24	45
00:15	4	13	17
00:20	15	17	32
00:25	12	28	40
TOTAL	4336	4905	9241

Table Key:
Grey row = Concert end time
Blue row = peak 5-minute flow period

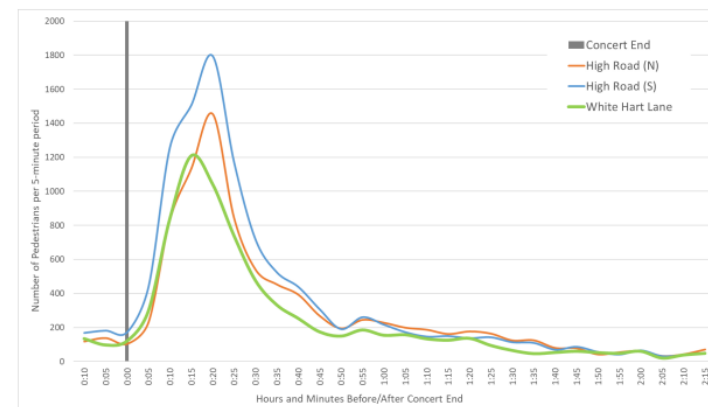
The table also shows that the number of pedestrians walking northbound past the junction was greater than the number of pedestrians turning on to White Hart Lane. In fact, while the dominant pedestrian flow through the junction was from High Road (S), a significant number of pedestrians entered White Hart Lane from High Road (N).

Figure 3-1 shows the total number of pedestrian movements through the junction over the survey period. The figure shows the largest number of movements (9,241) were from High Road (S). The figure also shows that 2,111 pedestrians walked from High Road (N) to White Hart Lane. Assuming the majority of these pedestrians were concert spectators, it is expected that they travelled from the north-eastern sections of the stadium and via Worcester Avenue and Northumberland Park. A total of 913 pedestrians exited White Hart Lane through the junction, making a combined 2-way total of 7,360 pedestrians on White Hart Lane.

The total number of pedestrians entering the junction from the High Road arms was 12,542. Assuming that the majority of these pedestrians attended the concert and given that the concert attendance was 36,306, this means that around 30-35% of the people attending the concert may have routed through this junction, with 15-18% (2,111+4,336 from **Error! Not a valid bookmark self-reference.**) of those people routing along White Hart Lane.

Figure 3-2 shows the combined total of two-way movements of pedestrians on each arm of the High Road / White Hart Lane junction over time. The graph shows that High Road (S), was the busiest in terms of pedestrian movements, with approximately 1,800 pedestrian movements during the peak 5-minute period from 20 minutes after the end of the concert. The peak flow period on the northern arm of High Road was also in the 5-minute period starting 20 minutes after the end of the concert.

Figure 3-2 Two-way pedestrian counts at the High Road / White Hart Lane Junction (5-minute intervals)



The peak two-way flow on White Hart Lane occurred in the 5-minute period starting 15 minutes after the concert end with approximately 1,200 pedestrian movements. This peak flow occurred approximately 5 minutes earlier than the peak flow on High Road. White Hart Lane was re-opened to traffic around 45 minutes (at 22:55) after the end of the concert when the two-way flow on White Hart Lane was 175 pedestrians in a 5-minute period. This coincided with the 5-minute period in which the number of people entering White Hart Lane station from White Hart Lane (i.e. people accessing northbound rail services) showed a noticeable decrease from 130 people per 5-minute period between 22:50 and 22:55 to 67 people per 5-minute period between 22:55 and 23:00.

The number of pedestrians routing along High Road also decreased to below 200 per 5-minute period by 23:00 (50 minutes after the end of the concert). After this time, pedestrian flows on all arms of the junction were similar and decreased slowly over the next hour.

3.2.2 Observations

The images in Figure 3-3 illustrate the levels of crowd movement on High Road during the period between 22:15, and 22:36. The images show the area outside the West Stand looking north towards the junction of High Road with White Hart Lane.

Appendix G

Guide to Safety at Sports Grounds (Green Guide) [Excerpts]

Guide to Safety at Sports Grounds

Prepared exclusively for Catherine Bergersen cbergersen@movementstrategies.com Transaction: SGSA-00004047

1.0 How to use this Guide

1.1 Status

The *Guide to Safety at Sports Grounds* is an advisory document for use by competent persons working in the regulation and licensing, the design and planning, and the safety management and operation of sports grounds. For a definition of 'competent' see the [Glossary](#).

The document is the distillation of many years of research and experience and is updated periodically to take into account emerging issues and trends in the field.

The *Guide* has no statutory force but many of its recommendations will be made statutory at individual grounds where safety certificates are in force under either the [Safety of Sports Grounds Act 1975](#), the [Safety of Sports Grounds \(Northern Ireland\) Order 2006](#), or the [Fire Safety and Safety of Places of Sport Act 1987](#). For information on safety certification, see [here](#).

The advice given in this *Guide* is without prejudice to, and does not take precedence over the application of the appropriate and most up-to-date [Building Regulations](#), the [Health and Safety at Work etc. Act 1974](#), and any other relevant legislation.

Furthermore, the guidance within the document should not be applied selectively. Indeed users of the *Guide* may be considered competent only if they have read and understood the guidance in its entirety.

At the same time it is recognised that the guidance is neither definitive nor applicable in all circumstances. Should any doubts or queries therefore arise concerning the application of guidance within this document, or should any deviation from the *Guide* be proposed, it is recommended that independent, professional advice be obtained from competent persons.

1.2 Scope

The [Safety of Sports Grounds Act 1975](#) defines a sports ground as:

'A place where sports or other competitive activities take place in the open air, and where accommodation has been provided for spectators, consisting of artificial structures or of natural structures artificially modified for the purpose.'

The *Guide* applies to the safety of all people present at any sports ground that meets the above definition, whether or not a safety certificate is in force, during the course of an event.

Moreover, it should be understood that the fundamental principles contained in the *Guide* are applicable to all events at a sports ground. Clearly, the extent to which those principles are

Prepared exclusively for Catherine Bergersen cbergersen@movementstrategies.com Transaction: SGSA-0000404721 >

adopted will vary, according to the size or type of the event and the audience profile. However the management of sports grounds should strive at all times to achieve the highest possible standards highlighted in the *Guide*.

Note that for the purposes of the *Guide*, an 'event' is any event at a sports ground – whether it relates to sport, entertainment or any other form of gathering – to which the public is admitted.

An 'event' (or 'event day') commences as soon as the first event staff enter the premises and ends only after the last event staff have departed.

If a safety certificate is in place, however, there may be listed amongst the certificate's conditions a time period for an event that differs from the definition above.

For more information concerning the extent of conditioning within a safety certificate, please refer to the guidance document [Safety Certification \(available from the SGSA\)](#).

Note also that a sports ground with a roof that opens and closes is still considered to fall within the jurisdiction of the 1975 Act, even when some of the events it hosts are staged under a closed roof.

Grounds to which the *Guide* applies are likely to include those which stage the following sports. This list is not intended to be comprehensive:

American football	Golf	Polo
Association football	Greyhound racing	Rugby League
Athletics	Hockey	Rugby Union
Cricket	Horse racing	Speedway racing
Equestrian events	Lacrosse	Tennis
Gaelic games	Motor racing	

1.3 Objectives – spectator numbers, safety, security and service

The primary objective of the *Guide* is to provide guidance to ground management, technical specialists such as architects and engineers, event organisers and representatives of all relevant authorities, in order to assist them in the assessment of how many spectators can be safely accommodated within a sports ground.

The document also provides guidance on measures intended to improve the levels of safety, security and service at existing grounds, in terms of their design and safety management, while taking into account the constraints and difficulties which may exist at these grounds.

In addition, as explained in Section 1.7 below, the *Guide* offers guidance on how to apply good practice in respect of safety, security and service levels in the design and management of new grounds or of newly constructed sections of grounds.

In providing this guidance it is recognised that the terms 'safety' and 'security' are often confused, or used interchangeably. At the same time, the terms may even be considered, by some, to be mutually exclusive. But in practice, 'safety' means keeping people safe from injury or physical harm. As such 'safety' includes any concerns for security. Therefore security, although of paramount importance, is in fact a subset of 'safety', and encompasses physical security, personal security and cyber security.

As such, when considering or implementing any of the safety related recommendations in the *Guide*, including the drawing up of any contingency plans, concerns about security should always form part of those deliberations.

HOW TO USE
THIS GUIDE

Concerning service levels, it is important to recognise that these too play an integral part in the delivery of safe conditions. Accordingly, all parties involved with the staging of an event, and not only those tasked with safety related roles, should seek to understand, embrace and promote the concept of a safety culture.

They should be committed to the creation of a welcoming environment, and to understand how basic matters, such as signage, information management, cleanliness, inclusion awareness and clear communications, even the nurturing of positive relationships between the ground management and the local community, all play a key role in enhancing the overall spectator experience.

In short, a sports ground where a high level and thorough, multi-agency approach to service provision is in place, and where spectators are able to sense that their wellbeing is a priority, is more likely to be one that actually is safe, in practical and operational terms.

1.4 Management responsibility

A fundamental principle of the *Guide* is that responsibility for all people present in a sports ground lies at all times with the ground management. The management will normally be either the owner or lessee of the ground, who may not necessarily be the promoter of the event.

In discharging its responsibility, the management needs to recognise that safety should not be seen as a set of rules or conditions imposed by others, but rather as standards set from within, and which reflect the safety culture at the sports ground. A positive attitude demonstrated by the management is therefore crucial in ensuring that safety policies are carried out effectively and willingly.

As stated in Section 1.3, these policies should take into consideration the safety, security and service needs of all spectators, whether attending as individuals or in groups (including family groups), and including all those with 'protected characteristics' as defined by the Equality Act 2010 (see [Section 3.40](#)).

At the same time it is recognised that representatives of management cannot be reasonably expected to possess all the technical knowledge and skills required to assess and apply every recommendation in the *Guide*. Management should therefore, whenever required, seek guidance from competent persons who have the relevant qualifications, skills and experience.

Competent representatives of the local authority, together with the emergency services, may advise management on how to discharge its responsibility, and, in certain circumstances, may require measures to be taken in order to achieve reasonable safety standards. This does not, however, exonerate the ground management from its responsibility for the safety of all people present.

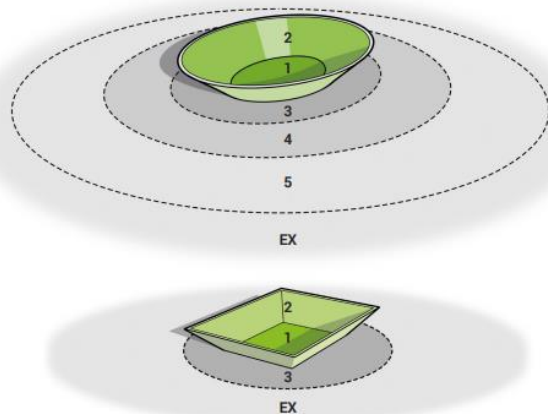
Furthermore, although the guidance in this document does not in general extend to the risks that spectators may be exposed to by the sport or event itself, management also has a responsibility to take all necessary precautions to protect spectators from the effects of accidents occurring on, or arising from the activity on the pitch, track or area of activity (including any pre or post event activities or entertainments, particularly those involving the use of flammable fuels or pyrotechnics).

These precautions should include briefing players, athletes and performers on how to avoid endangering spectators; for example by approaching or entering spectator enclosures or by using provocative behaviour.

HOW TO USE
THIS GUIDE

Figure 6 Zonal planning

In the planning, design and management of sports grounds it may be helpful to consider the circulation areas in terms of zones. Clearly the number and extent of these zones will differ from ground to ground, as shown here. But all grounds (as shown in the smaller example) will at least have the equivalent of Zones 1, 2 and 3 and of the external 'Zone Ex'.



Zone 1: the pitch or area of activity. This may be considered a place of reasonable safety* to which spectators can be evacuated before using other emergency exits (but see [Section 10.16](#)). Zone 1 should be accessible to spectators in Zone 2 via gates or openings in the pitch or area of activity perimeter barriers.

Zone 2: the viewing accommodation, including gangways.

Zone 3: internal concourses, vomitories and hospitality areas. If any of these areas need to be evacuated, it should preferably be to Zone 4.

Zone 4: the outer circulation area. In planning terms, Zone 4 can serve as a vital access area for emergency and service vehicles, without disrupting circulation in Zones 2 and 3.

Note that Zones 3 and 4 will, in most situations, be considered places of reasonable safety*, which spectators can reach before exiting to Zone 5. Note also that at smaller grounds Zone 3 or Zone 4 may serve as the equivalent of Zone 5 in larger grounds.

Zone 5: a buffer zone outside the sports ground perimeter, used for the public to gather before entry and for links to car parks and public transport. The public should be able to circumnavigate the perimeter in this zone, in order to find an appropriate point of entry. Zone 5 should be the designated place of safety* in the event of an emergency.

Zone Ex: the external zone. This zone, sometimes referred to as 'the last mile', is in the public realm and is likely to encompass the main pedestrian and vehicle routes leading from Zone 5 to public car parks, local train stations, bus stops and so on.

* for more information on places of reasonable safety and places of safety, see [Section 15.26](#)

CIRCULATION

Where, because of constraints posed by existing buildings, it is not possible or practicable to apply the British Standards fully, alternative ways of meeting their objectives should be sought.

Although entry points for wheelchair users may need to be kept separate (see [Section 7.8.e](#)), and vertical circulation routes, such as passenger lifts or ramps, should be clearly defined, horizontal circulation routes should be designed so that they can be shared safely by all people.

Where appropriate, corridors and passageways need to be wide enough to allow wheelchair users to manoeuvre and, where necessary, to turn through 180 degrees and to allow other wheelchair users to pass. For further guidance, reference should be made to [Accessible Stadia](#) and [Supplementary Guidance](#), both available from the SGSA.

The publication [Fire Safety Risk Assessment – Means of Escape for Disabled People](#), published by the Department for Housing, Communities and Local Government, provides additional information on accessibility and means of escape for disabled people.

6.9 Planning for emergency vehicles

In addition to managing and monitoring the circulation of people, management should ensure that there are sufficient, adequate routes for emergency vehicles leading to and from all buildings and areas within the sports ground. These routes should be agreed in consultation with the relevant emergency services and should form part of the management's contingency planning (see [Section 3.15](#)) and of the emergency plan (see [Section 3.20](#)).

Where it is anticipated that the routes taken by emergency vehicles might conflict with the movement of people, consideration should be given to the provision of on-site parking areas for emergency vehicles.

6.10 Zone Ex co-ordination

For most spectators travelling to, or exiting from, a sports ground – in order to connect with a public transport hub, a car park or local amenities – their journey will involve passing through routes or areas that lie beyond the outer perimeter of the sports ground.

For the purposes of the *Guide* and for management planning, this external zone, which may consist of a network of routes and areas, or in some locations a single expanse of land, is referred to as Zone Ex (see [Figure 6](#)). Some users of the *Guide* may also have seen this zone referred to as 'the last mile'.

Although the routes or areas that make up Zone Ex do not, in most locations, fall within the jurisdiction of the ground management – they will either be part of the public realm or under private ownership – clearly they are key to the safe and secure arrival and departure of spectators.

It is therefore vital that planning for the movement of people through Zone Ex involves the input of all relevant external organisations, such as the police, local authorities, highway agencies and, where applicable, the owners of private property.

Within such a multi-agency approach it is important to establish which organisation or agency has the lead responsibility for co-ordinating the management of Zone Ex on an event day, and for this role to be recorded in the *Operations Manual* (see [Section 3.4](#)) and in the ground's safety management structure (see [Section 3.6](#)).

CIRCULATION

At major events this may be a role allocated to an individual representing one of the relevant agencies, although in some circumstances the task may be assigned to a member of the ground's safety management team.

The purpose of Zone Ex co-ordination is to:

- a. define the extent of Zone Ex
- b. identify the relevant agencies within Zone Ex
- c. agree the level of resource each agency will commit to the safety management plan, plus any associated command and control protocols
- d. allow scrutiny of the various agency plans to identify any potential conflicts and to achieve a shared understanding of each other's priorities, key activities and threats
- e. provide real time transport information to the Safety Officer
- f. jointly consider crowd movement patterns, flows and timings, for arrival and departure
- g. jointly consider the location and access to drop-off/pick-up points for disabled people
- h. develop and test contingencies relating to crowd numbers, movements, dynamics and behaviour within Zone Ex
- i. develop and test contingencies for the failure or suspension of key elements of the pedestrian or vehicular routes and/or public transport systems.

It should be emphasised that factors within Zone Ex can have a considerable impact upon the circulation of people outside the ground, during both ingress and egress, and potentially upon the safety of people inside the ground.

As such, if it can be demonstrated that areas or issues within Zone Ex give rise to safety concerns (which could impact upon the safe ingress or egress of spectators), a reduction of the ground's capacity may be required, by the application of reduced (P) or (S) factors.

6.11 Zone Ex personnel

Personnel deployed within Zone Ex are often the first and last points of contact for those attending an event. Such individuals should therefore be skilled in the area of customer service and be able to give clear, concise information, particularly when assisting people who may be unfamiliar with the ground or its surroundings.

Whilst it is recognised that such personnel, whether employed or voluntary, may have limited powers, it is nevertheless important that their roles are clearly defined and agreed with all stakeholders, and that they are properly trained.

It is, furthermore, the responsibility of the employers of the personnel within Zone Ex – whether that is the ground management or external agencies – to conduct the relevant risk assessments.

The roles of personnel deployed in Zone Ex might include:

- a. providing customer service and wayfinding information
- b. preparing spectators for entry procedures, and if appropriate, for searching
- c. undertaking soft ticket checks; that is, ensuring ticket holders have the correct ticket

CIRCULATION

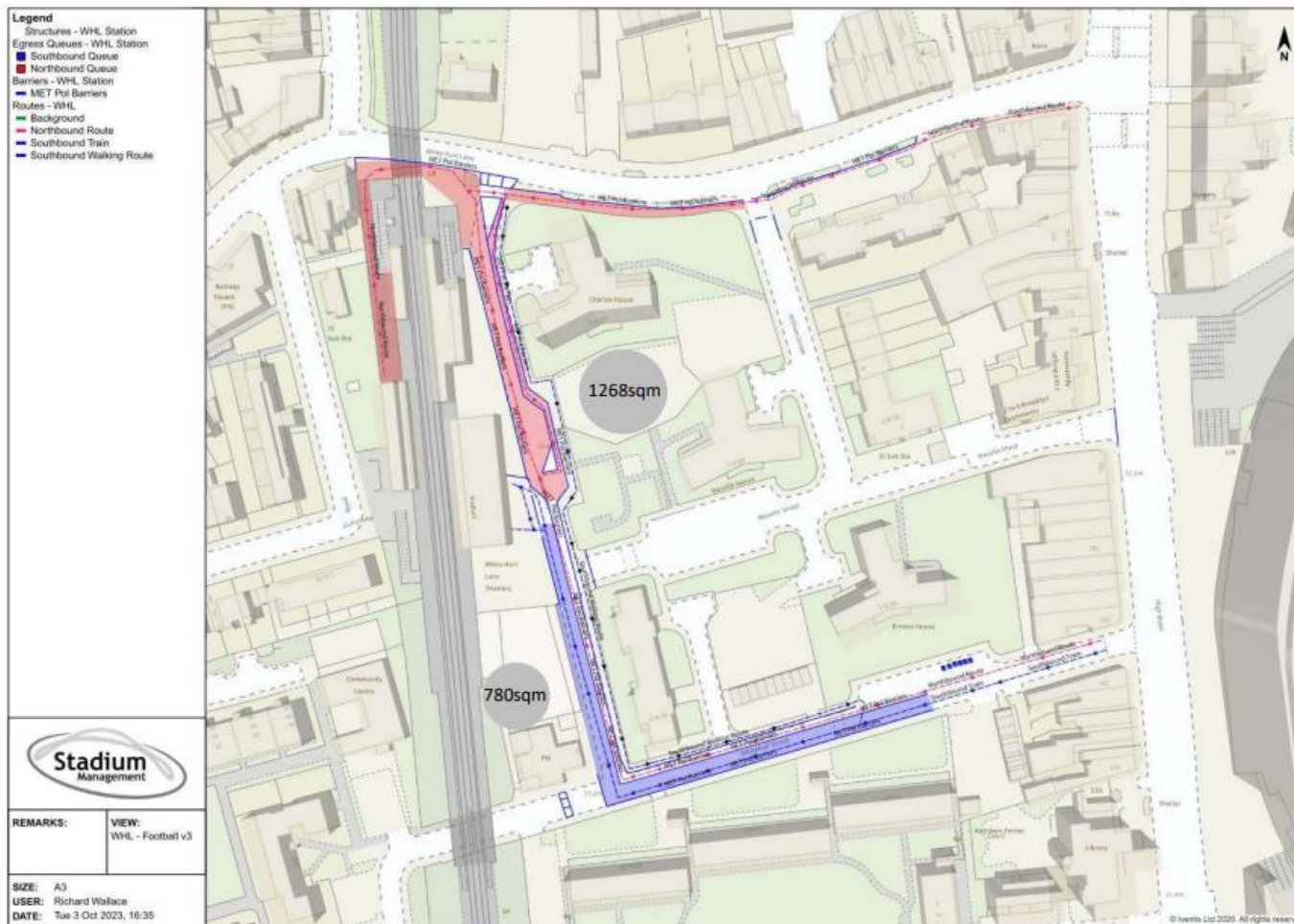
Appendix H

WHL Station Barrier Plan



Appendix I

Existing Barrier Arrangements for Post-Match Egress, Football






Train Station WHL Barrier Layout Type Football

TOTTENHAM HOTSPUR STADIUM -
BARRIER LAYOUT REVIEW 2023
05/10/2023

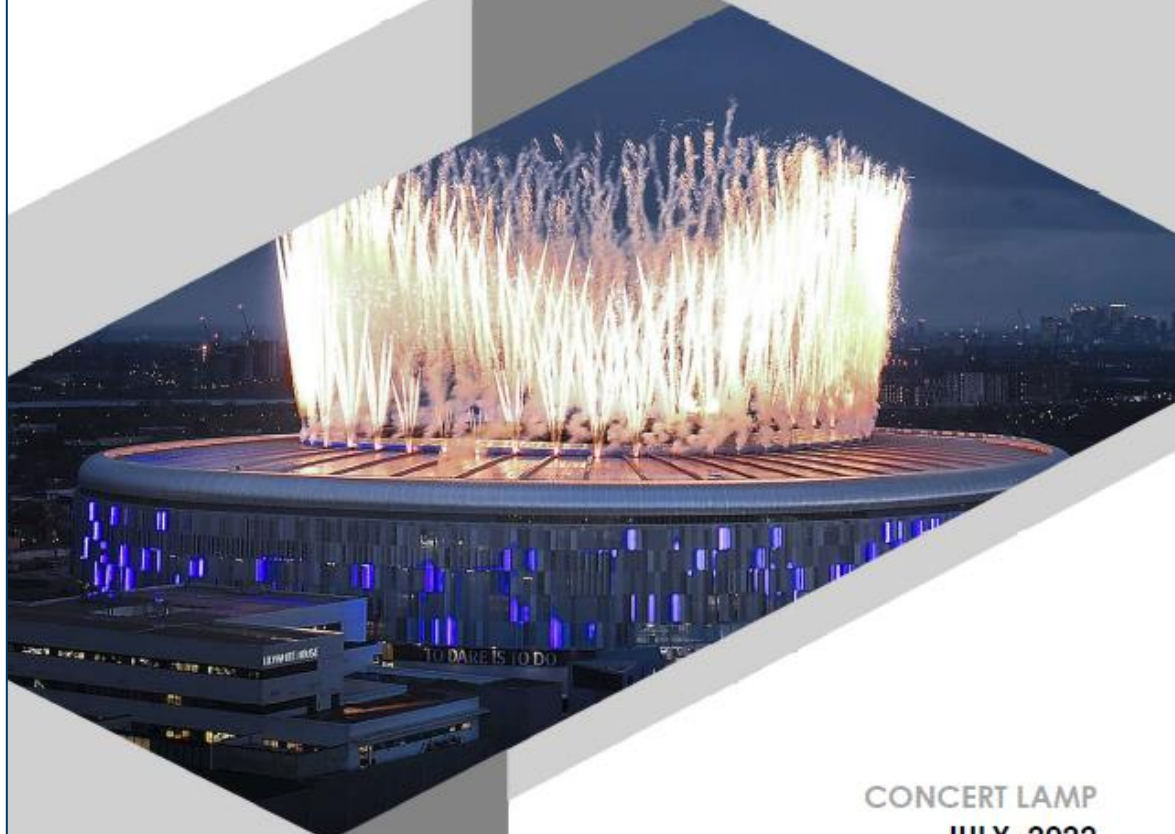
Appendix J

Local Area Management Plan (LAMP)

Addendum: Concerts [Excerpts]



TOTTENHAM HOTSPUR STADIUM
LOCAL AREA
MANAGEMENT PLAN
(LAMP)



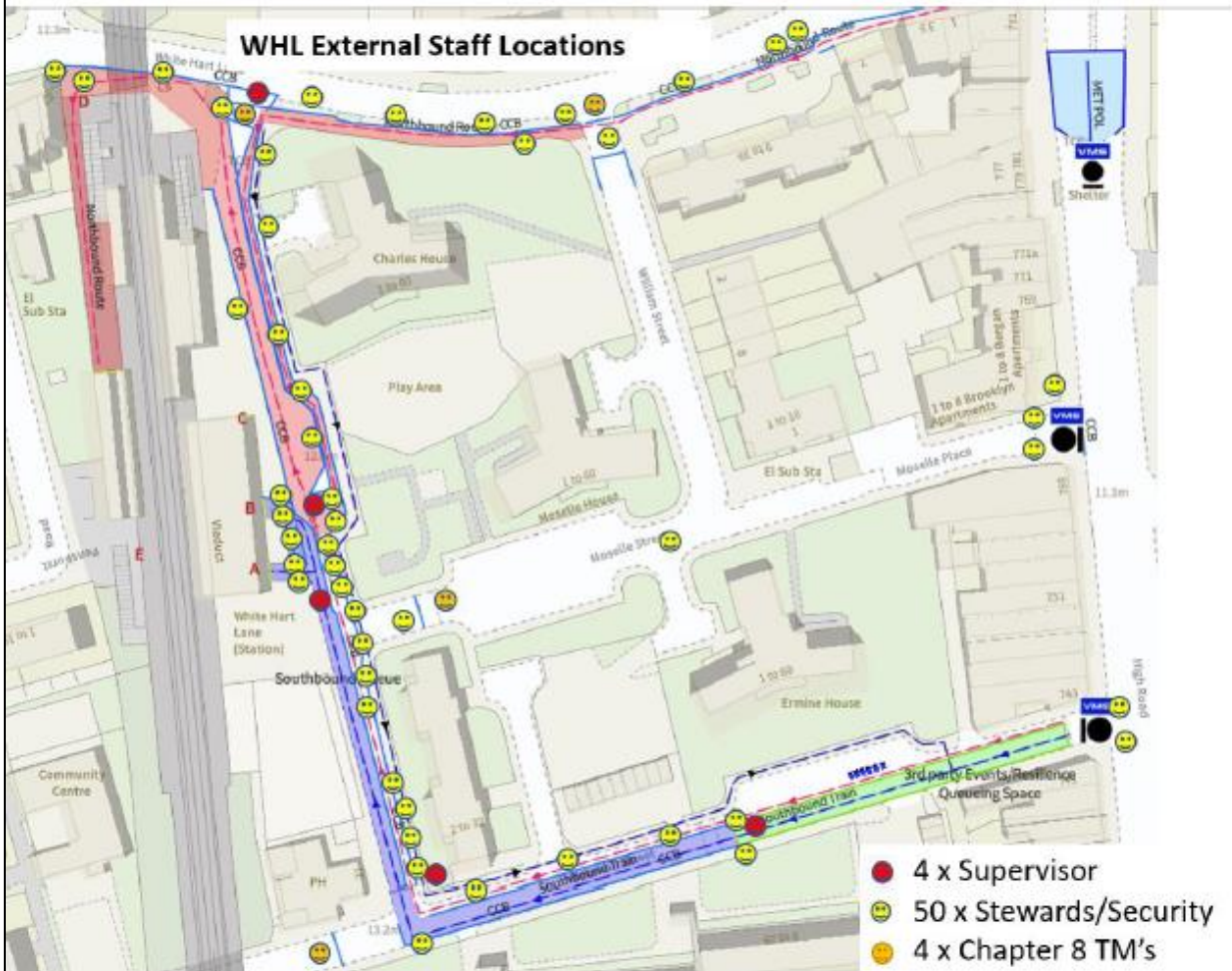
CONCERT LAMP
JULY 2022



1 Executive Summary

- 1.1 Stadium Management Ltd ('SM') was commissioned in October 2016 by Tottenham Hotspur Football Club ('THFC') to prepare a Local Area Management Plan ("LAMP") and corresponding strategies as required for the Northumberland Development Project (NDP). The LAMP is a S106 requirement as part of the planning permission for the stadium.
- 1.2 The LAMP was approved with conditions ahead of the first stadium event in April 2019. The format of this LAMP has been agreed with LBH, i.e., that this is an addendum to the main LAMP, rather than a whole new document, as for the most part they are the same overlay as a football event. The various operational teams delivering the LAMP will develop their own operational plans.
- 1.3 SM was commissioned in May 2022 to work on the LAMP for concerts at the stadium.
- 1.4 This Concert LAMP Addendum should be read in conjunction with the original approved LAMP. This document has been specifically produced for concert events this summer, where it is proposed that the stadium attendance is likely to be circa 50,105 spectators. The following events are planned :
 - 1.4.1 Guns N' Roses – Friday 1st July and Saturday 2nd July 2022;
 - 1.4.2 Lady Gaga presents The Chromatica Ball – Friday 29th and Saturday 30th July 2022.
- 1.5 The LAMP operations for this concert event are 98% the same as a football match and the approved LAMP document.
- 1.6 The THFC Football LAMP should be read in conjunction with this Addendum, the approved version and reference for the THFC LAMP documents is detailed below:
 - DATE – 23/03/2019;
 - Doc Ref:SM_THFC_LAMP_0418-0019.
- 1.7 Tim Spencer and Co is THFC's long standing transport consultant and is responsible for all the demand forecasting for THS. Tim Spencer and Co has a deep and detailed understanding and built key working relationship with all transport partners. The LAMP is built on the information contained within the transport plan and the mode split.


- WHL Station Post Event



Appendix K

**Email From Simon Owen, Movement
Strategies to Jinu Varughese, Buro Happold
(Queue Footprints)**

RE: High Road West - THFC

 Simon Owen
To: [Jinu Varughese](#)
Cc: [tim.spencer](#); [Ewa Prawdzik](#); [Roberto Hernandez](#); [Becky Hayward](#); [Richard Serra](#)
Bcc: [12575789](#)

 THFC - WHL Station Queue 5.7.21_20220705145620_strong_compression.pdf
736 KB

[Reply](#) [Reply All](#) [Forward](#) [...](#)

Thu 07/07/2022 14:45

Hi Jinu

Thanks for the questions.

The club have updated the document based on the 'on the ground' conditions in play last weekend, so it is recommended that the attached is a point of reference that more closely reflects the current condition. I've attached a pdf, I am asking whether a DWG version is available that can be shared. On that note, can we also ask for a DWG version of the Masterplan and Queue Footprints as set out in your crowd flow study?

In terms of your questions:

1. Yes, your assumption about the meanings is correct, but the values are now different in the updated plan.
2. The blue colour is the queuing area currently used for THFC matches. The name 'Third Party' applies to any event which is not a THFC football match (e.g. Boxing, Concerts). Resilience refers to conditions where there are issues with the transport provision (planned or unplanned disruption) that leads to increased attendee demand for White Hart Lane southbound services. Therefore, the green area is a space which is available to support management of queues/flows in these scenarios, but generally not required on a typical matchday.
3. Yes, the stated space discounts the barrier footprints. These are GT barriers with a width of 0.7m.
4. The area you refer to is not discounted from the areas provided as it is part of the system when the 'stop/go' is in open mode. The 'stop/go' in this location is to control access and also allow for evacuation of the station should it be required.
5. The stated area measure refers to the area shaded in red on the diagram. This system has been put in place to cater for the Northbound flows via Whitehall and also acts as resilience measure if the northbound queue starts to back up from WHL station, there is a temp crowd control pedestrian gate at the top of Love Lane that can be closed which sends people down Love Lane and then back up again. The barrier plan has been designed to minimise queueing on White Hart Lane, as experience shows that if there is a queue on WHL, some queue jumping occurs across the Rain Gardens. Therefore, it is operated such that any queueing occurs within the White Hart Lane section beyond the gate and also in the northbound loop when the gate is shut.
6. The full width of the road is used for queuing, with the SB and NB segregated by a GT barrier down the centre. Whitehall Street itself varies in width along its extent, which also influences the widths of different lanes.

Please let us know if you have any comments on the demand scenarios information we sent through, particularly in the light of the experience at last weekend's concerts.


Many thanks
Simon


From: Jinu Varughese <Jinu.Varughese@BuroHappold.com>
Sent: 01 July 2022 13:48
To: Simon Owen <Simon.Owen@ghd.com>
Cc: tim.spencer <tim.spencer@timspencerandco.net>; Ewa Prawdzik <Ewa.Prawdzik@ghd.com>; Roberto Hernandez <Roberto.Hernandez@BuroHappold.com>; Becky Hayward <Becky.Hayward@BuroHappold.com>; Richard Serra <Richard.Serra@tottenhamhotspur.com>
Subject: RE: High Road West - THFC


Hi Simon,

We have a few questions on the THFC - WHL Station Queue.pdf document, it would be great to get your thoughts on these. Also kindly provide a DWG file for this queue area and barrier layout so we can use the measurements THFC has considered.

1. Would you be able to clarify the Southbound and Northbound areas considered. The following image is from the legend provided. I assume it means as the following, but please correct me if I haven't interpreted it correctly.
 - o North Bound Queue: Density considered is 3 persons/ m², total Northbound queue area available is 1268 m².
 - o South Bound Queue: Density considered is 3 persons/ m², Southbound queue area is 535 m².
 - o Resilience Queue: Density considered is 3 persons/ m², Additional Southbound queue area is 345 m².
 - o Total Southbound queue area available is 535 + 345 = 880 m²
2. I note that the green space is called 3rd party Resilience queue - Why is this marked separately and is there a reason this is not considered with the Southbound queue (blue colour)
3. Also does the area considered for each queue discount the space required for the barriers (since the barriers have a wide footing). If so, what width of barriers was considered?
4. From site observation it was noted that the space directly in front of the Station was not occupied by Southbound queue but left empty for management of the crowd (i.e. space for stewards to operate the "stop / go" system). Is that area also considered in the Southbound queue calculation (the 535m²)? If this area needs to be discounted from the 535 m² and provided separately please can you confirm the area required for this?
5. It is noted that the pavement along White Hart Lane is used as Northbound queue area and also shared for the Southbound walking route. Does the NB queue area calculation (1268m²) include this portion? (i.e. between William street and Love lane). Please can you confirm the area and width considered along White Hart Lane for Northbound access?
6. Please can you confirm the width of the Northbound access lane along Whitehall Street?

 North Bound Queue 3@ 1268 = 3804

 South Bound Queue 3@ 535 = 1605

 3rd Party Resilience Queue
3@ 345 = 1035

Many thanks,
Jinu

From: Simon Owen <Simon.Owen@ghd.com>
Sent: 30 June 2022 14:48
To: Jinu Varughese <Jinu.Varughese@BuroHappold.com>
Cc: tim.spencer <tim.spencer@tims Spencer and co.net>; Ewa Prawdzik <Ewa.Prawdzik@ghd.com>; Roberto Hernandez <Roberto.Hernandez@BuroHappold.com>; Becky Hayward <Becky.Hayward@BuroHappold.com>; Richard Serra <Richard.Serra@tottenhamhotspur.com>
Subject: FW: High Road West - THFC

****External Email. This email originated from outside Buro Happold.****

Hi Jinu,

Many thanks for your time last week and for this follow up email.

Please find attached a queue barrier plan for the Last Mile for the upcoming Guns and Roses concerts. It will be updated once the 'on the ground' conditions this weekend are taken into account.

I have attached a note that Tim put together that contains demand information based on behaviours observed at different scenarios between the venue opening and the stadium closure due to COVID. There is also a separate file with the demand forecast for the forthcoming concerts.

I also include a summary assessment of the Boxing Scenario analysis we undertook, and I'd be more than happy to jump on a call if there are any aspects that are not clear or any follow up questions around underlying assumptions/data.

Do let us know if you have any further questions.

Many thanks
Simon

Appendix L

**Legal Note on Access Rights for Crowd
Flow Management**

The London Borough of Haringey (High Road West Phase A) Compulsory Purchase Order 2023 ("the CPO")

Legal Note on Access Rights for Crowd Flow Management

1. As the operator of the Tottenham Hotspur Stadium, Tottenham Hotspur Football Club ("THFC") has a legal responsibility to deliver the safe operation of crowds within "Zone Ex"¹.
2. This responsibility includes the management of crowds accessing White Hart Lane Station both prior to and after major events at the Tottenham Hotspur Stadium – including the management of queueing arrangements as spectators wait to access the station.
3. Currently this process involves the use of several areas of public highways, including Whitehall Street and Love Lane. THFC does not pay to use the public highways for the purpose of discharging its crowd management obligations.
4. The scheme underlying the CPO will result in the stopping up of sections of public highway currently used by THFC for crowd management purposes. THFC will therefore no longer be able to utilise these sections of public highway for crowd management.
5. The CPO scheme does not propose that any of the new routes between the Stadium and White Hart Lane Station will be adopted as public highway.
6. THFC will therefore require legal rights of access across the CPO scheme, from the point at which the existing public highways are stopped up, in order to continue to be able to manage crowd flows between the Stadium and White Hart Lane Station in accordance with its Zone Ex obligations.
7. The Section 106 Agreement entered into between the Council and Lendlease (High Road West Limited) ("Lendlease") dated 31 August 2022 ("the S106 Agreement") imposes obligations regarding the grant of rights of access to THFC.
8. These obligations are set out in Paragraph 7 of Schedule 13 of the S106 Agreement – a copy of which is appended to this note.
9. The obligation on Lendlease to grant rights of access is conditional upon the Club and Lendlease entering into an "Access Licence" or "Temporary Access Licence" as applicable (paragraph 7.1.2 and 7.1.3).
10. However, Lendlease is only required to use "all reasonable endeavours" to enter into the "Access Licence" or "Temporary Access Licence".

¹ The concept of "ZoneEx" is explained in the Mr Simon Ancliffe's Proof of Evidence.

11. Paragraph 7.2 sets out that Lendlease is required to use “all reasonable endeavours” specifically “by”:
 - (a) *Offering THFC the opportunity to meet twice every month for a period of at least six months prior to commencement of Plot D;*
 - (b) *Negotiating an Access Licence of the Licence Specified Terms (and for the avoidance of doubt the Development may, but shall not be required, to agree to any access terms beyond those in the Licence Specified Terms).*
12. The Licence Specified Terms are set out as an Annex to Schedule 13 of the S106 Agreement and are appended to this note.
13. Amongst other matters the Licence Specified Terms include a requirement for an Event Fee to be paid by THFC to Lendlease and for THFC to provide an indemnity to Lendlease. The amount of the Event Fee is left blank in square brackets in the Licence Specified Terms. These are not requirements in the existing arrangements which rely on the use of public highways.
14. The S106 Agreement does not contain an absolute obligation or any other guarantee that the Access Licence will be granted.
15. Lendlease are only required to use “all reasonable endeavours” as specifically defined by paragraph 7.2 (a) and (b) set out above. These paragraphs make clear that Lendlease is under no obligation to enter into any terms beyond the Licence Specified Terms.
16. Lendlease could therefore insist upon the payment of an Event Fee of any amount as a condition of providing the Access Licence and would be taken to have complied with its obligations to use all reasonable endeavours to enter into the Access Licence.
17. Further, the S106 Agreement makes no provision for what happens in the event access rights are not granted to THFC.
18. Prior to the completion of the S106 Agreement, THFC set out its concerns regarding the terms of the S106 Agreement so far as it relates to the provision of rights of access for crowd management purposes. A copy of the e-mail of 22 August 2022 to Lendlease’s solicitors is appended to this note.
19. As at the date of this note, no Access Licence has been entered into between Lendlease and THFC.

Schedule 13 of the S106 Agreement [excerpt from full document]

SCHEDULE 13 PUBLIC REALM AND OPEN SPACE

1. Interpretation

- 1.1 In this Schedule, the following words and phrases shall have, unless the context otherwise requires, the following meanings:

"Access Land" means the land shown coloured yellow on Plan 8;

"Access Licence" means a licence granted by the Developer (or another body nominated by the Developer with sufficient interest to enable it to grant the licence) to THFC to grant THFC access to the Access Land on the Licence Specified Terms for the purposes of facilitating crowd flow management of stadium visitors on Event Days from the THFC Stadium through the Development to the White Hart Lane train station;

"Alternative Access Route" means an alternative route over the Access Land for stadium visitor egress on Event Days from the THFC Stadium through the Development to the White Hart Lane train station in the event that the Primary Access Route cannot be used for public access on a given Event Day;

"Approved Peacock Park Strategy" shall have the meaning given in paragraph 3.1 of this Schedule;

"Approved Public Realm and Public Open Space Management Plan" shall have the meaning given in paragraph 4.1 of this Schedule;

"Best Endeavours" means to take and carry out all of the reasonable courses of action available to the Developer to comply with the applicable obligation and for the avoidance of doubt such steps shall include (but not be limited to):

- incurring reasonable financial expenses (but for the avoidance of doubt not including an unreasonable financial requests from the adjoining owners);
- if a cause of legal action exists against any party preventing the carrying out of the works, initiating legal proceedings where necessary, appropriate and proportionate;
- investigating and establishing ownership of the area subject to Percival Court Resurfacing and Improvement Works;
- maintaining ongoing communication with those parties for a period of at least 6 months to obtain permission to carry out the Percival Court Resurfacing and Improvement Works;

"Bruce Castle Improvements Contribution" means the sum of £50,000-00 (FIFTY THOUSAND POUNDS ONLY) towards the cost of improving pedestrian and cycle routes to and from Bruce Castle Park and improvements to the Bruce Castle Park itself, or another similar green space;

"Event" means either a football match, or non-football event to be held at the THFC Stadium which is expected to attract an audience requiring crowd flow management (and as of the date of this Agreement crowd flow management is required when an event audience is expected to exceed 10, 000 (ten thousand) people but the Parties acknowledge that the criteria for when crowd flow management may be required could change in the future);

"Event Days" means a single day on which an Event is to be held;

"Licence Specified Terms" means the terms appended to the annex to this Schedule which shall form the heads of terms for the Access Licence

"Moselle Square Open Space" means an area of open space to be located generally in the area shown on the Moselle Square Open Space Plan and which shall:

- (a) be designed for active use with provision for spatial programming and cultural activities, such as children's play, commercial and retail activities (including markets) and community activities including outdoor performances and events, leisure activities which shall be managed by the Moselle Square Open Space Events Co-Ordinator; and
- (b) shall accommodate a minimum of 2000 standing audience members for events, together with circulation space

In accordance with the Moselle Square Open Space Specification;

"Moselle Square Open Space Events Co-Ordinator" means a person appointed by the Developer and approved by the Council to programme and manage a range of events taking place throughout the year at Moselle Square Open Space;

"Moselle Square Open Space Plan" means Plan 9 attached in Schedule 1 showing the location (but not full extent) of the Moselle Square Open Space;

"Moselle Square Open Space Specification" means a specification setting out details of the Moselle Square Open Space which shall include details of the area and boundaries, materials and landscaping, walkways, lighting, illumination levels, and surface water drainage;

"Peacock Park Open Space" means the area of open space to be located generally in the area shown on the Peacock Park Open Space Plan;

"Peacock Park Open Space Plan" means the Plan 10 attached in Schedule 1 showing the Peacock Park Open Space;

"Peacock Park Specification" means a specification setting out details of the extent of Peacock Park Open Space and which shall include details of the area and boundaries, materials and landscaping, walkways, lighting, illumination levels and play spaces to be provided;

"Percival Court" means the area adjacent to the Property known as Percival Court and shown shaded blue on the Percival Court Plan;

"Percival Court Plan" means Plan 11 attached in Schedule 1 identifying Percival Court and subject to the Percival Court Resurfacing and Improvement Works;

"Percival Court Resurfacing and Improvements Plan" means the plan describing and showing details of the Percival Court Resurfacing and Improvement Works which shall include (but not be limited to) details of surfacing materials, surface water drainage, lighting, illuminations levels;

"Percival Court Resurfacing and Improvement Works" means the resurfacing and improvement works to Percival Court in accordance with the approved Percival Court Resurfacing and Improvements Plan which shall include (but not be limited to): resurfacing, provision of a means of surface water drainage and lighting installations;

"Primary Access Route" means the agreed route over the Access Land approved and as may be updated pursuant to the conditions of the Planning Permission for stadium visitor egress on Event Days from the THFC Stadium through the Development to White Hart Lane train station;

"Public Realm and Open Space Access Management Plan" means a plan setting out the public access arrangement for the public realm and public open space areas within the Property which shall include:

- (a) every day access and management;
- (b) stadium event day access and management;
- (c) responsibilities of estate management company;

such plan to be managed and maintained in accordance with the Mayor of London Charter (October 2021);

"Route" means the Primary Access Route or the Alternative Access Route;

"Temporary Access Licence" means a licence granted by the Developer (or another body nominated by the Developer with sufficient interest to enable it to grant the licence) to THFC to grant THFC access to the area of the Access Land owned by the Developer at the time of grant on the Licence Specified Terms for the purposes of facilitating stadium visitor egress on Event Days from the THFC Stadium through the Development to White Hart Land train station, to remain in place as necessary until such time that either:

- (a) the Developer acquires the whole of the Access Land and the Access Licence has been granted; or
- (b) the Developer acquires a further interest in the Access Land (and in this case an additional Temporary Access Licence may be granted which binds the full extent of the Access Land owned by the Developer);

"THFC" means Tottenham Hotspur Football Club and Athletic Co. Limited or such other entity as shall be the principle occupier or operator of the THFC Stadium;

"THFC Stadium" means the Tottenham Hotspur Stadium adjacent to the Development;

2. Moselle Square

The Developer covenants and agrees:

- 2.1 Prior to Implementation of Phase A, to submit the Moselle Square Open Space Specification for approval by the Council and in the event of any refusal by the Council to approve the Moselle Square Open Space Specification, to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Moselle Square Open Space Specification as amended having regard to the Council's reasonable reasons for refusal.
- 2.2 Not to Implement Phase A until the Moselle Square Open Space Specification has been approved by the Council.
- 2.3 To provide the Moselle Square Open Space in accordance with the Moselle Square Open Space Specification prior to the Occupation of 90% of the Open Market Housing Units in Phase A, or prior to Occupation of 780 Open Market Housing Units, whichever is earlier.
- 2.4 Not to Occupy or permit the first Occupation of more than 90% of the Open Market Housing Units in Phase A or 780 Open Market Housing Units, whichever is earlier, until the Moselle Square Open Space has been provided in accordance with the Moselle Square Open Space Specification.
- 2.5 After the Moselle Square Open Space has been provided, to provide the public free and unrestricted access to the Moselle Square Open Space in accordance with the terms of the Public Realm and Open Space Access Management Plan.
- 2.6 To appoint the Moselle Square Open Space Events Co-ordinator prior to the Occupation of 90% of the Open Market Housing Units in Phase A, or 780 Open Market Housing Units, whichever is earlier, and such appointment shall be subject to the Council's prior written approval, such approval not to be unreasonably refused or withheld.

- 2.7 Not to Occupy or permit the Occupation of more than 90% of the Open Market Housing Units in Phase A, or 780 Open Market Housing Units, whichever is earlier, until the Council has approved in writing the appointment of the Moselle Square Open Space Event Co-ordinator pursuant to paragraph 2.6 and such approval shall not be unreasonably withheld or delayed.

3. Peacock Park

The Developer covenants and agrees:

- 3.1 Not to Implement Phase B unless and until the Developer has submitted to the Council the Peacock Park Specification to be approved in writing by the Council ("**the Approved Peacock Park Specification**") and in the event of any refusal by the Council to approve the Peacock Park Specification to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Peacock Park Specification as amended having regard to the Council's reasonable reasons for refusal.
- 3.2 To provide the Peacock Park Open Space prior to the Occupation of 50% of the Open Market Housing Units in Phase B,
- 3.3 Not to Occupy or permit the Occupation of more than 50% of the Open Market Housing Units in Phase B until the Peacock Park Open Space has been provided.
- 3.4 Not to carry out or Occupy the Development except in accordance with the most recently Approved Peacock Park Specification.
- 3.5 After the Peacock Park Open Space has been provided, to afford the public free and unrestricted access to the Peacock Park Open Space in accordance with the terms of the Public Realm and Open Space Access Management Plan,

4. Public Realm & Public Open Space Access Management Plan

- 4.1 Not to Implement the first Reserved Matters Approval for the Development unless and until the Developer has submitted to the Council the Public Realm and Public Open Space Management Plan to be approved in writing by the Council ("**the Approved Public Realm and Public Open Space Management Plan**") and in the event of any refusal by the Council to approve the Public Realm and Public Open Space Management Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Public Realm and Public Open Space Management Plan as amended having regard to the Council's reasonable reasons for refusal.
- 4.2 Not to carry out or Occupy the Development except in accordance with the most recently Approved Public Realm and Public Open Space Management Plan.

5. Percival Court

- 5.1 Prior to Implementation of the Plot within which Percival Court is located, to submit the Percival Court Resurfacing and Improvements Plan to the Council for approval and in the event of any refusal by the Council to approve the Percival Court Resurfacing and Improvements Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Percival Court Resurfacing and Improvements Plan as amended having regard to the Council's reasonable reasons for refusal.
- 5.2 Not to Implement the Plot within which Percival Court is located or cause or permit Implementation of that Plot until the Percival Court Resurfacing and Improvements Plan has been submitted to and approved in writing by the Council.
- 5.3 Prior to Occupation of the Plot within which Percival Court is located to use Best Endeavours to ensure that the Percival Court Resurfacing and Improvement Works are carried out in accordance with the Percival Court Resurfacing and Improvements Plan.

- 5.4 Not to Occupy or cause or permit Occupation of the Plot within which Percival Court is located until either:
- 5.4.1 the Percival Court Resurfacing and Improvement Works have been completed to the satisfaction of the Council and the Council has confirmed its approval of the Percival Court Resurfacing and Improvement Works in writing; or
 - 5.4.2 the Developer has demonstrated to the Council's satisfaction that having used its Best Endeavours for a period of 6 months it has been unable to secure the necessary consents required in order to permit it to carry out the Percival Court Resurfacing and Improvement Works.
- 5.5 In the event that pursuant to paragraph 5.4.2 the Developer has demonstrated to the Council's satisfaction that it has used Best Endeavours for a period of 6 months but been unable to secure the necessary consents to permit it to carry out the Percival Court Resurfacing and Improvement Works, the Council shall (upon written request from the Developer) issue confirmation that the obligation in paragraph 5.3 has been discharged and that the restriction on Occupation in paragraph 5.4 no longer applies.
- 5.6 Where the Percival Court Resurfacing and Improvement Works have been carried out and completed to ensure that the area subject to those works is maintained for the life of the Development,
- 5.7 If, on the dates under paragraphs 5.1, 5.2, 5.3 and 5.4, works to re-surface Percival Court are ongoing or completed pursuant to the agreement between the Council and High Road West (Tottenham) Limited dated 2 September 2021, the Developer shall be released from its obligations under this paragraph 5.

6. Bruce Castle/SANGS Contribution

- 6.1 To pay the Council the Bruce Castle Improvements Contribution on or prior to the Occupation of 887 Open Market Housing Units located within Phase A.
- 6.2 Not to Occupy or permit the Occupation of more than 887 Open Market Housing Units located within Phase A until the Bruce Castle Improvements Contribution has been paid to the Council in full.

7. Crowd Flow

- 7.1 The Developer will grant or procure the grant to THFC for the purpose of operating the THFC Stadium on Event Days access to a Route within the Access Land subject to:
 - 7.1.1 the Developer first acquiring a legal interest in any part of the Access Land; and
 - 7.1.2 if the Developer has acquired only part of the Access Land, THFC and the Developer first entering a Temporary Access Licence (which shall be amended or replaced from time to time with another Temporary Access Licence as the Developer acquires further interests in the Access Land); and
 - 7.1.3 if the Developer has acquired the whole of the Access Land, THFC and the Developer first entering into the Access Licence.
- 7.2 The Developer will use all reasonable endeavours as from the date of this Agreement to enter into the Access Licence or Temporary Access Licence (as the case may be) with THFC to be in place from the date it first acquires a legal interest in the Access Land by:
 - (a) offering THFC the opportunity to meet twice every month for a period of at least six months prior to the commencement of Plot D;

- (b) negotiating an Access Licence on the Licence Specified Terms (and for the avoidance of doubt the Developer may, but shall not be required to, agree to any access terms beyond those in the Licence Specified Terms).

**Annex to Schedule 13
Licence Specified Terms**

Definition of Event	Football matches, or non-football events to be held at the THFC Stadium which is expected to attract an audience requiring crowd flow management (currently set at more than ten thousand (10, 000) people but which could increase to 36, 000 in the future)
Licence Fee	[] per Event
Number of Events (annually from 1 August -31 July each year)	Football matches, and up to 16 other Events
Notice Period	<p>3 months prior to an Event Day for non-football Events.</p> <p>Six weeks prior to a football Event Day PROVIDED THAT if a scheduled football Event for which THFC has previously given sufficient notice is re-scheduled less than six weeks prior to the Event Day, THFC will be permitted to provide shorter notice if the following terms are met:</p> <p>(a) such notice is given to the Developer within three days of THFC receiving notification; and</p> <p>(b) notice is given at least one week prior to the Event Day.</p>
Purpose of Licence	<p>The Developer will allow THFC and its agents to enter onto the Access within the access land for the agreed access hours on the Event Day for the purposes of erecting mobile and temporary pedestrian control barriers along the Route and signage to facilitate stadium visitor egress from the THFC Stadium through the Development to White Hart Lane train station.</p> <p>Any Temporary Access Licence will include public access rights.</p> <p><i>Four PH</i></p>
Duration of Access per Event <i>Three PH</i>	<p>Two hours prior to scheduled commencement of an Event and one hour after either the final whistle of a football match or the scheduled completion time of a non-football Event as the case may be, unless otherwise agreed in writing between the parties.</p>

Requirements of THFC	<p>THFC to carry out pre-access Route inspection alongside a representative of the Developer (or any management company)</p> <p>THFC to erect barriers/signage/equipment during Event access period</p> <p>THFC to remove barriers/signage/equipment after completion of the Event, during Event access period</p> <p>THFC to remove any litter and clean where necessary to restore the Access Land to its pre-Event state.</p> <p>THFC to make good any damage to the Access Land.</p> <p>THFC to provide indemnity to Developer for damage and losses arising from actions of THFC on the Property.</p> <p>THFC to hold public liability insurance with minimum coverage to be agreed between the parties, for every Event.</p>
Requirements of the Developer (or any management company)	<p>The Developer (or any management company) to be a member of the Safety Advisory Group for stadium events requiring crowd flow management.</p> <p>Developer(or any management company) to carry out pre-access Route inspection alongside a representative of THFC.</p> <p>Developer (or any management company) to maintain the Route to a satisfactory standard for safe passage.</p>
Routes	<p>The Access Licence will identify the Primary Access Route over the Access Land.</p> <p>The Developer will provide plans to THFC of general intended route.</p> <p>In order to accommodate the construction of the ongoing Development, the Route may be updated as approved pursuant to the conditions of the Planning Permission.</p> <p>The Developer will further be permitted in the event of unforeseen circumstances (for example flooding or power outages) to restrict access to the Primary Access Route, to specify an Alternative Access Route and shall provide as much notice to THFC as reasonably practicable.</p> <p>Minimum specification of the route will be in accordance with the Route specification appended to the Access Licence.</p>

E-mail to Lendlease's Solicitors dated 22nd August 2022

David Warman

From: David Warman
Sent: 22 August 2022 17:56
To: Christina.Achkarian@ashurst.com
Cc: Claire.Dutch@ashurst.com; Richard Max; Barrett Matthew
Subject: High Road West S106 Agreement - Draft Crowd Flow Obligations

Categories: LEAP

Dear Christina

I write in response to your e-mail of 18 August attaching the draft of the S106 Agreement. I am copying this e-mail to Matthew at the Council for his information so that the Council is fully aware of the Club's position.

We have reviewed the revised draft crowd flow obligations and there remain a number of fundamental outstanding issues from the Club's perspective.

As the Club has explained previously in the meetings that have been held to date (and without prejudice to its concerns regarding the adequacy of the actual crowd flow proposals), the Club requires certainty that the proposed access arrangements will actually be provided.

No solution has been put forward by your client other than as set out in the various iterations of the Crowd Flow Study and the Council has resolved to grant planning permission on the basis that such arrangements are necessary and the S106 Agreement would ensure that the required access for crowd flow and management as set out in the Crowd Flow Studies will actually be delivered.

As currently drafted the obligations fail to provide any such certainty to the Club or the Council.

You have explained in summary terms that the Development Agreement does not deal directly with crowd flow issues and advised that Lendlease will not be going onsite without having first obtained an interest in the Access Land. You have suggested that it will therefore have the necessary interest in the land to grant the licence(s) to the Club.

However, you have still not provided a full explanation of when your client's acquisition of an interest in the whole or any part of the Access Land is anticipated to take place as against the terms of the Development Agreement, what that interest will be, the proposed construction phasing, and most importantly the timescales for stopping up of the sections of public highway currently used for crowd management. This is crucial given the way that the obligation has been drafted.

In any event the planning permission is not personal to your client and again, given the way the obligation has been drafted, the Club needs to understand what is proposed if the need for the Access Licence/Temporary Access Licence arises prior to your client acquiring an interest in any or the relevant part of the Access Land. As currently drafted, there is nothing in the agreement to prevent the current routes being stopped up before your client acquires an interest.

Against this background we would raise the following points:

1. First and foremost a "reasonable endeavours" obligation is not sufficient. No other Crowd Flow solution has been proposed and no certainty regarding the provision of access is achieved by the current wording. Given the importance of the issue in terms of public safety there needs to be an absolute obligation that the required access will be provided prior to the stopping up of the current routes (and thereafter maintained).
2. The S106 obligations need to be clear on what happens if the need for the temporary licence arises prior to your client acquiring an interest in all or the relevant part of the access land. The Club considers that the Council as landowner will need to be bound by the relevant obligations and the point in time when those

obligations (and associated responsibilities) transfer between the parties made very clear. Again, the trigger for the obligation should be linked to when the need for the new access arises.

3. To provide the necessary degree of certainty and permanence the licence should operate as an easement – please would you provide a draft of the licence/deed of easement for us to consider now.
4. There are no planning obligations that require your client to comply with the terms of the licence/easement once such a document is entered into for the lifetime of the development. If the terms of any agreed licence were breached by your client, the Council as planning authority would have no ability to require ongoing compliance.
5. We note that the definitions of Moselle Square Open Space or Moselle Square Open Space Specification contain no mention of crowd flow matters nor provide any minimum size specifications linked to crowd flow management – Please provide a copy of the Moselle Square Open Space Plan. We also note that there is no obligation to open Moselle Square, which will be the permanent access route, until occupation of 90% of the Open Market Housing Units in Phase A or 780 Open Market Housing Units – amongst other matters this reinforces the need for certainty regarding the temporary arrangements.
6. The S106 obligation itself needs to set out the mechanism for agreeing the Access Route and also any temporary or Alternative Access Routes – to include a mechanism for consultation and approval by the Council, the Club and other stakeholders and the procedure for the change of routes including minimum notice periods (as contemplated in the CEMP). As currently defined the Primary Access Route is simply said to be “agreed” but no explanation is given for agreement by whom or how agreement will be reached. Likewise, there is no provision for agreement of the Alternative Access Route.
7. Similarly, the S106 Agreement needs to stipulate the standards for the delivery of both the permanent Access Route and any temporary or Alternative Access Route. In the absence of a specification, the Club would suggest this should be to adoptable standards
8. The Club’s concerns regarding the reasonable endeavours obligation are heightened by the definition of “Licence Specified Terms” which do not reflect many of the points that the Club has raised in the meetings held to date. This is crucial given the wording of paragraph 7.2(b) makes clear that the Developer is not required to agree any access terms beyond those in the Licence Specified Terms.
9. The Club has repeatedly explained that the payment of a licence fee is not acceptable or reasonable, given no fee is paid at present. This needs to be specifically removed from the Licence Specified Terms to ensure all parties are clear on the basis of negotiation of the Licence/Deed of Easement.
10. In addition, the Club would raise the following specific concerns on the draft Licence Specified Terms:
 - Number of Events – this needs to be linked to the Stadium Planning Permission in operation from time to time. The current permission authorises unlimited football matches and 16 non-football major events but this is subject to change
 - Notice Period – We would suggest that the Club provides a provisional list of Events every year - for example when the PL fixture list is issued, and CL matches dates are scheduled as well as the indicative dates for non-football events. The Club then needs to be permitted to provide shorter notice when both football and non-football events need to be rescheduled. We would suggest 7 days in respect of football events and 21 days in respect of non-football events. The Heads also need to record that on occasion shorter notice may be required – for example TV broadcast selections and the complications of later stages of cup competitions may mean that it is not always possible to provide 7 days’ notice
 - Purpose of Licence – needs to make clear that it is also to provide access to WHL Station and beyond for example to shuttle bus or regional coach services in accordance with the Major Event Day Local Area Management Plan. In turn it needs to make clear that the Club may need to install Hostile Vehicle Mitigation and other Counter-Terrorism equipment as necessary
 - Duration of Licence – for a football event this needs to be 4hrs pre kick-off and 3hrs post final whistle as the roads needs to be shut 2hrs before kick-off and access is required prior to road closures to enable set up. For non-football events the duration is usually longer but varies from event to event. For example, a concert may be 6hrs but for NFL it is 12 hrs for a welcome zone. We would suggest the Club provides notification of the required duration when it provides notification of the date of event

- Requirements of THFC – what happens if a defect is identified on the pre-site inspection that prevents or interferes with access?
- Requirements of THFC – the obligation for THFC to make good any damage is unclear. Is the obligation intended to cover damage that may be caused by the crowd? How can the Club track who is using the Access Land and differentiate between its use by general members of the public and spectators attending/leaving the Stadium?
- Requirements of THFC – the obligation for THFC to provide an indemnity is unacceptable in its current form. More certainty is required on the scope of the proposed indemnity, what it is intended to cover and whether it is capped. Likewise, it should only relate to the Access Land not the wider Property
- Requirements of THFC – THFC cannot hold public liability insurance for land it does not own
- Requirements of THFC – the obligation to restore the Access Land to its pre-event state is too vague
- Requirements of the Developer – clarification is required on what is meant by “safe passage”
- Requirements of the Developer – there needs to be a reciprocal provision to set out the recourse the Club would have against the Developer in the event of a failure to provide access or otherwise comply with its obligations in the licence – including an indemnity from the Developer to the Club in the event the Club suffers any loss or additional costs are incurred as a result of non-compliance
- Routes – the specification should be agreed now
- The terms do not take into account any emergency situations should WHL station be closed or either the Stadium or station need to be evacuated

Kind regards

David



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Appendix M

Full Page Figures

Figures have been included in the Proof of Evidence to support the narrative being presented. A number of those are presented here in full page form in order to allow for detail to be reviewed. These are:

Figure 5: Zone Ex principal pedestrian routes relative to the Compulsory Purchase Order area

Figure 6: Road closures on event day. Phase 2 of the multi-phase operation

Figure 7: Pre-Event Zone Ex Operations and Routes in the High Road West Area

Figure 8: Post-Event Zone Ex Operations and Routes in the High Road West Area

Figure 10: Deployment of barriers in the vicinity of WHL Station during the ingress period

Figure 11: Existing barrier arrangements for post-match egress, Football

Figure 12: Existing barrier arrangements for post-match egress, Concert

Figure 14: Queueing Arrangement in the existing situation, Football mode

Figure 17: White Hart Lane station post-event staffing and crowd management plan

Figure 18: Space for queues and associated overlay

Figure 19: HRW Masterplan Scheme: Queue Layout Options 1 and 2

Figure 20: HRW Masterplan Scheme: Queue Layout Option 3

Figure 21: CPO Construction Phasing Overview

Figure 22: HRW Masterplan Construction Phasing Overview

Figure 24: HRW Masterplan Indicative Crowd Management during Plot D Construction

Figure 26: Crowd circulation route proposed during Q3 2022 to Q2 2023

Figure 27: Phase 3 Construction Work Stage as presented in the CEMP (p79)

Figure 28: HRW Masterplan Construction Phasing – Indicative Hoarding Plan (2025-28)

Figure 29: HRW Masterplan Construction Phasing – Potential Dispersal Routes

Figure 30: HRW Masterplan Construction Phasing – Potential Ambulance Access Routes

Figure 31: Phase 3 Construction Work Stage as presented in the CEMP (p79)

Figure 32: HRW Masterplan Construction Phasing – Indicative Hoarding Plan (2029 - End)

Figure 33: Illustrative Alternative Masterplan

Figure 34: Indicative Spatial provision for Post-Match Queuing and Flows on the Stadium-Station Link

Figure 35: Location of Plots for the HRW PP Scheme and the Alternative Masterplan

Figure 36: Indicative allowance of space for clearance of attendees evacuating from Plot C

Figure 37: Spatial and Operational Implications of Coinciding Ingress and Egress Periods

Figure 5: Zone Ex principal pedestrian routes relative to the Compulsory Purchase Order area

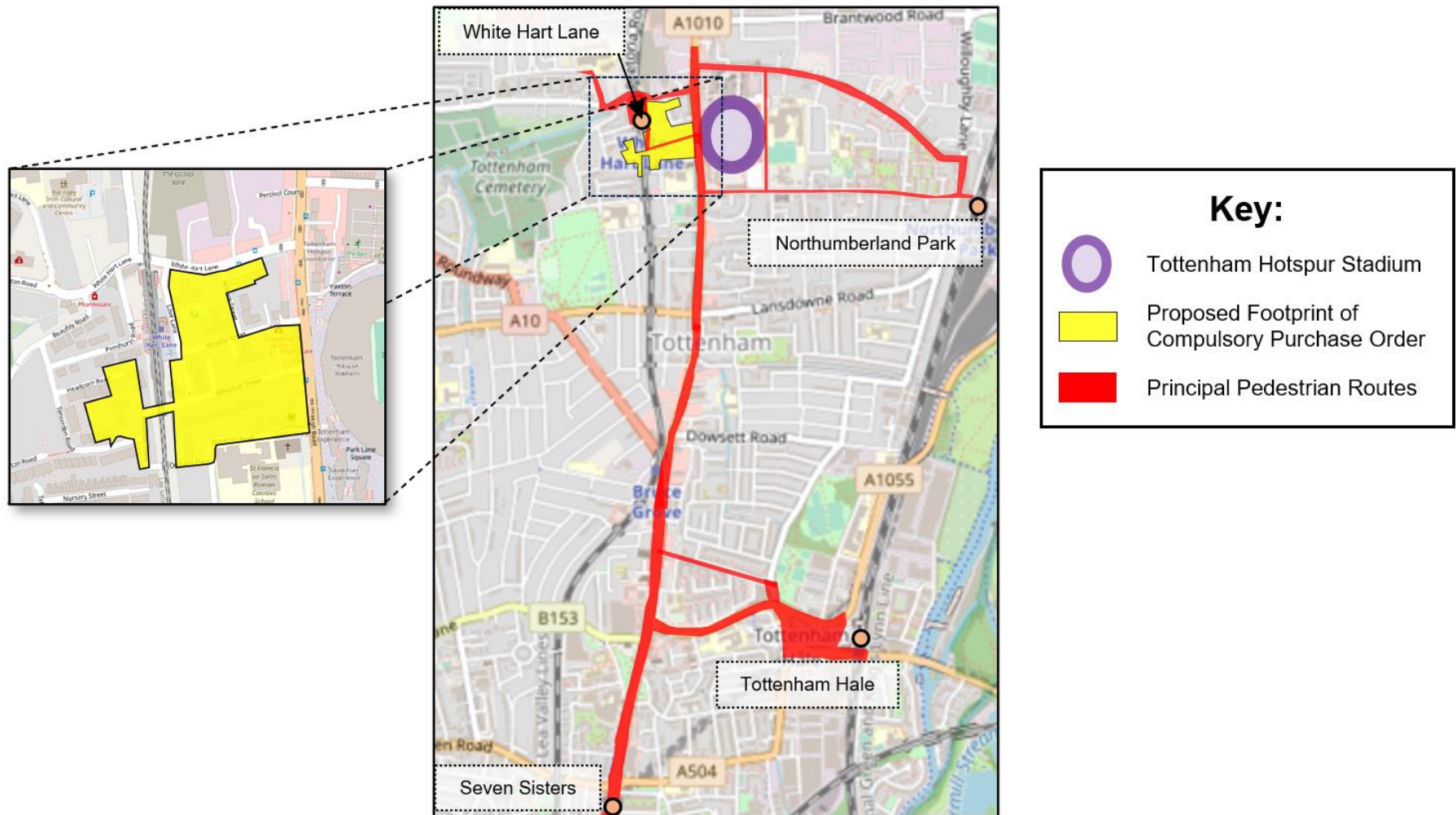
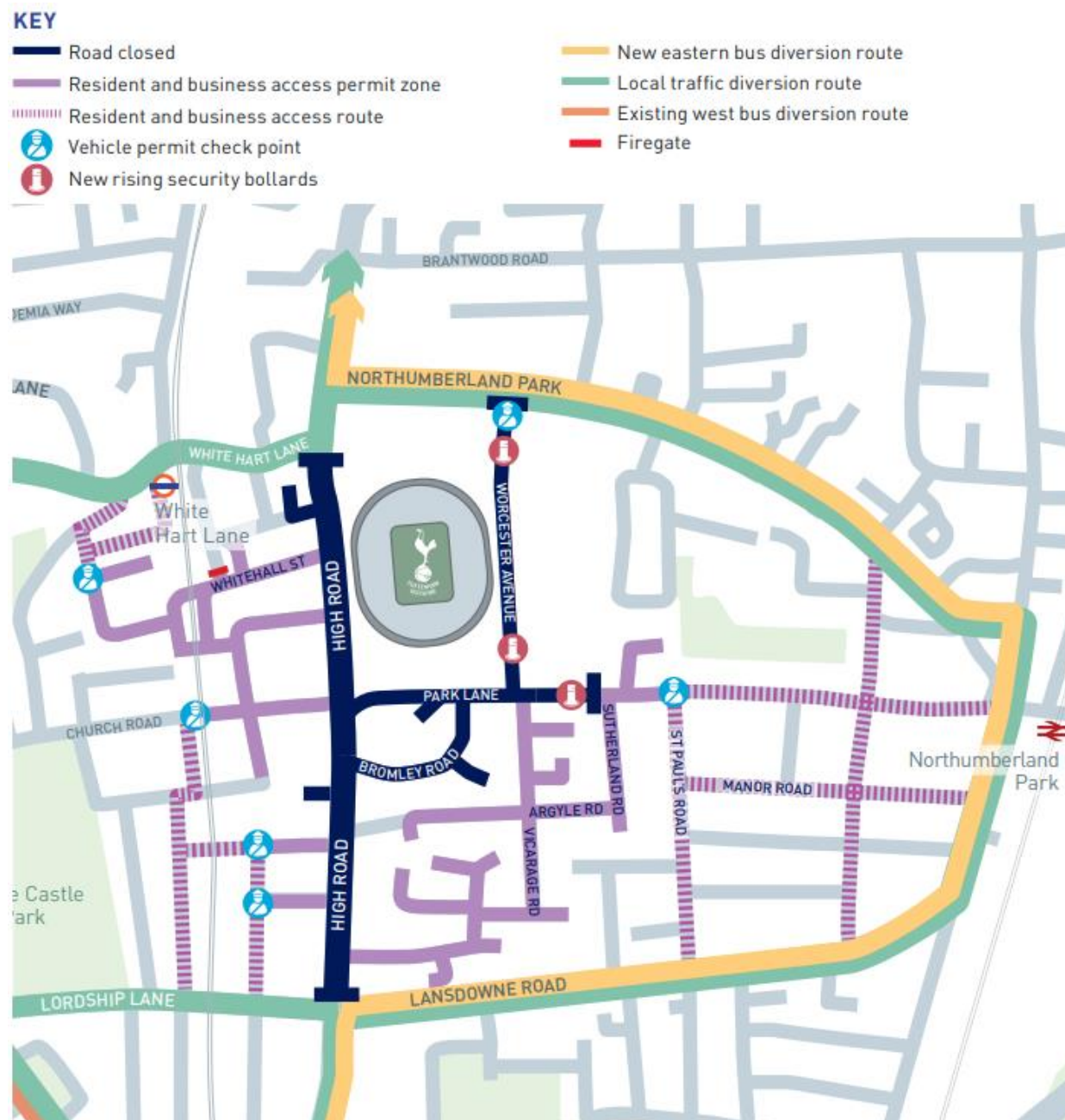


Figure 6: Road closures on event day. Phase 2 of the multi-phase operation



PHASE 2: ONE HOUR PRIOR TO THE START OF AN EVENT OR MATCH AND UP TO 15 MINUTES AFTER

During this period, no vehicles (except emergency services) are permitted in the roads that are highlighted in navy blue on the map above. This is to ensure safety and security is maintained around the stadium. Residents and businesses displaying a valid CPZ, Homes for Haringey or Blue Badge permit will be able to drive through the check points into the roads highlighted purple. Traffic marshals will close the remaining southern section of the High Road to Lordship Lane/Lansdowne Road.

Figure 7: Pre-Event Zone Ex Operations and Routes in the High Road West Area

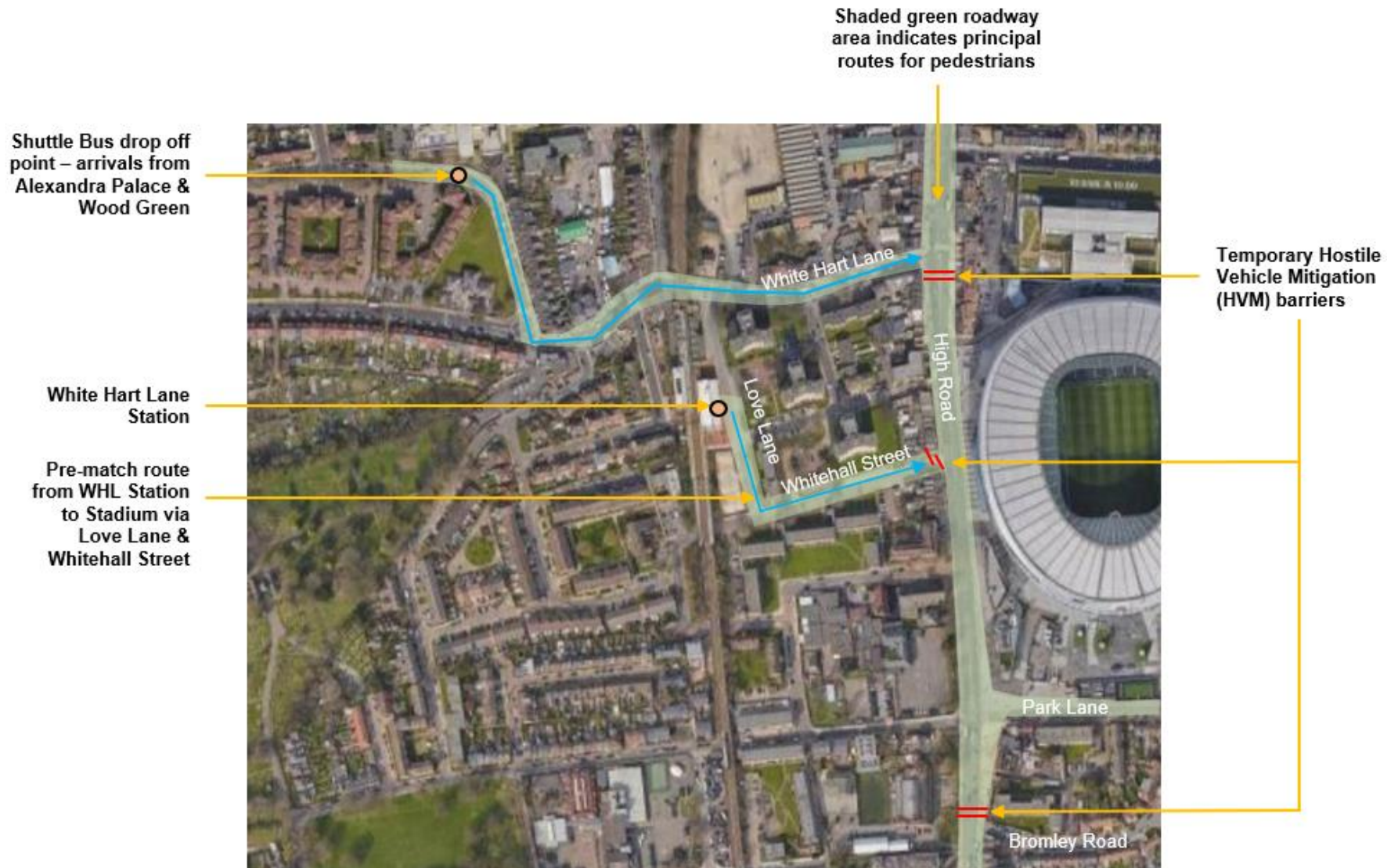


Figure 8: Post-Event Zone Ex Operations and Routes in the High Road West Area

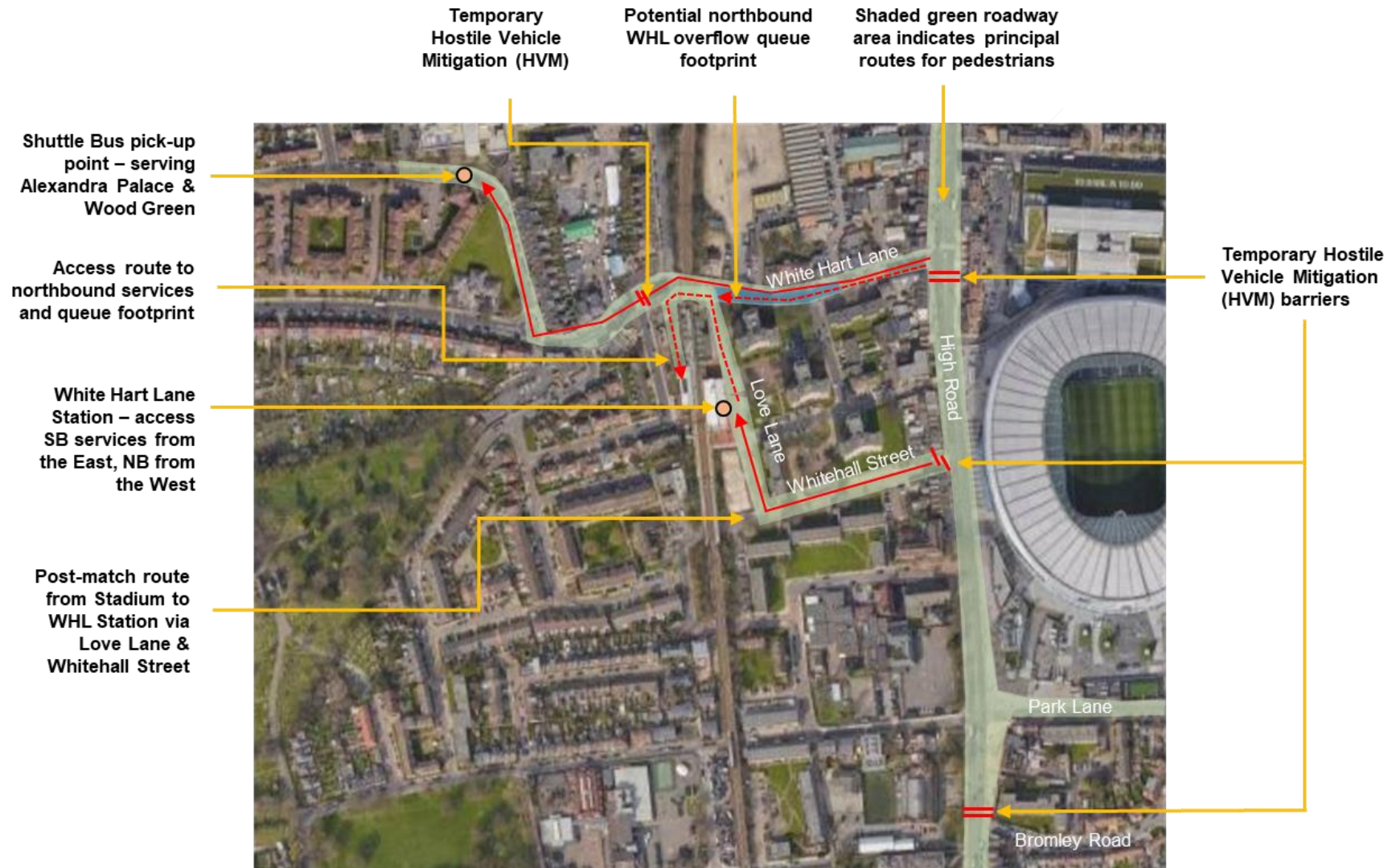


Figure 10: Deployment of barriers in the vicinity of WHL Station during the ingress period



Figure 11: Existing barrier arrangements for post-match egress, Football

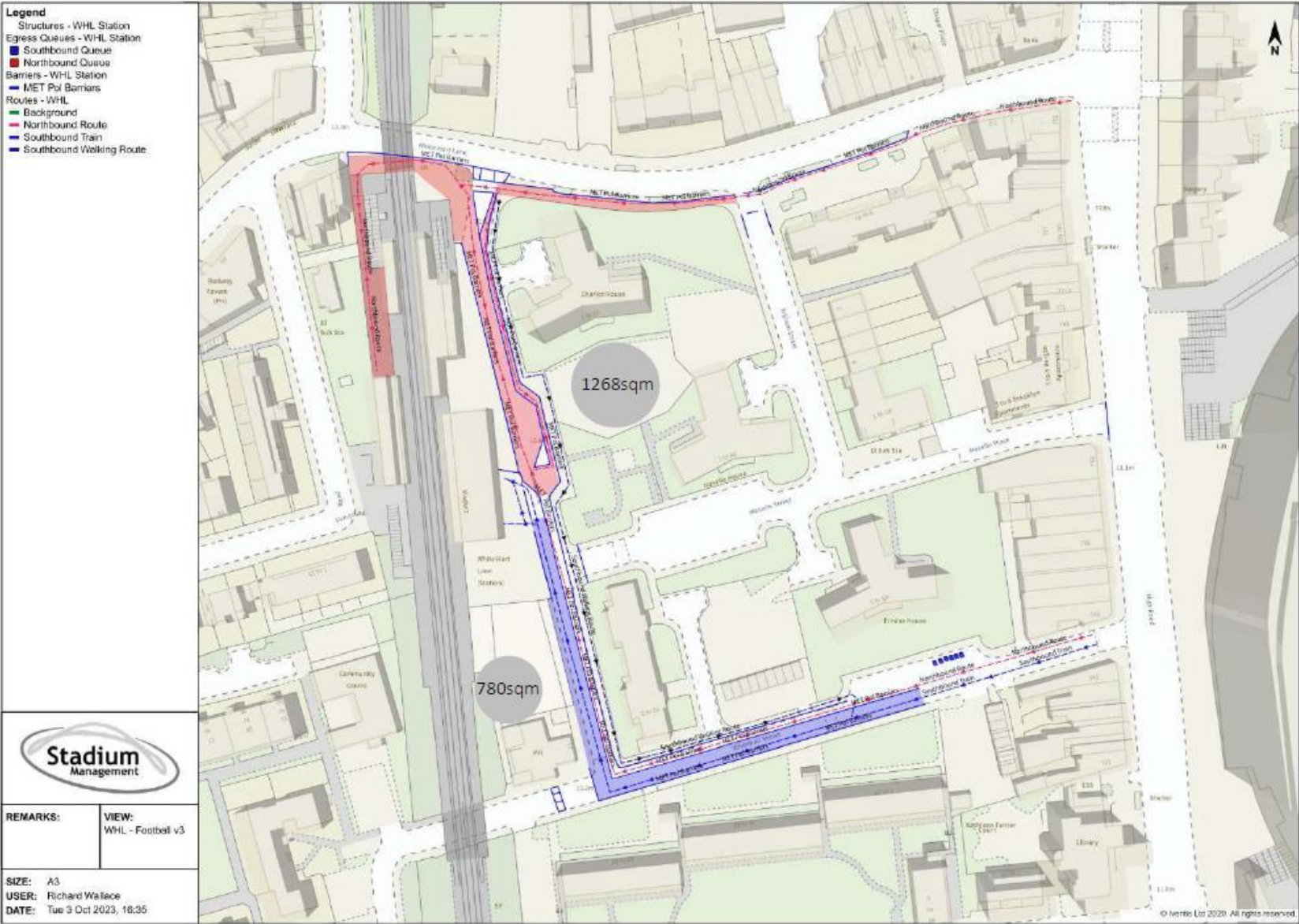


Figure 12: Existing barrier arrangements for post-match egress, Concert

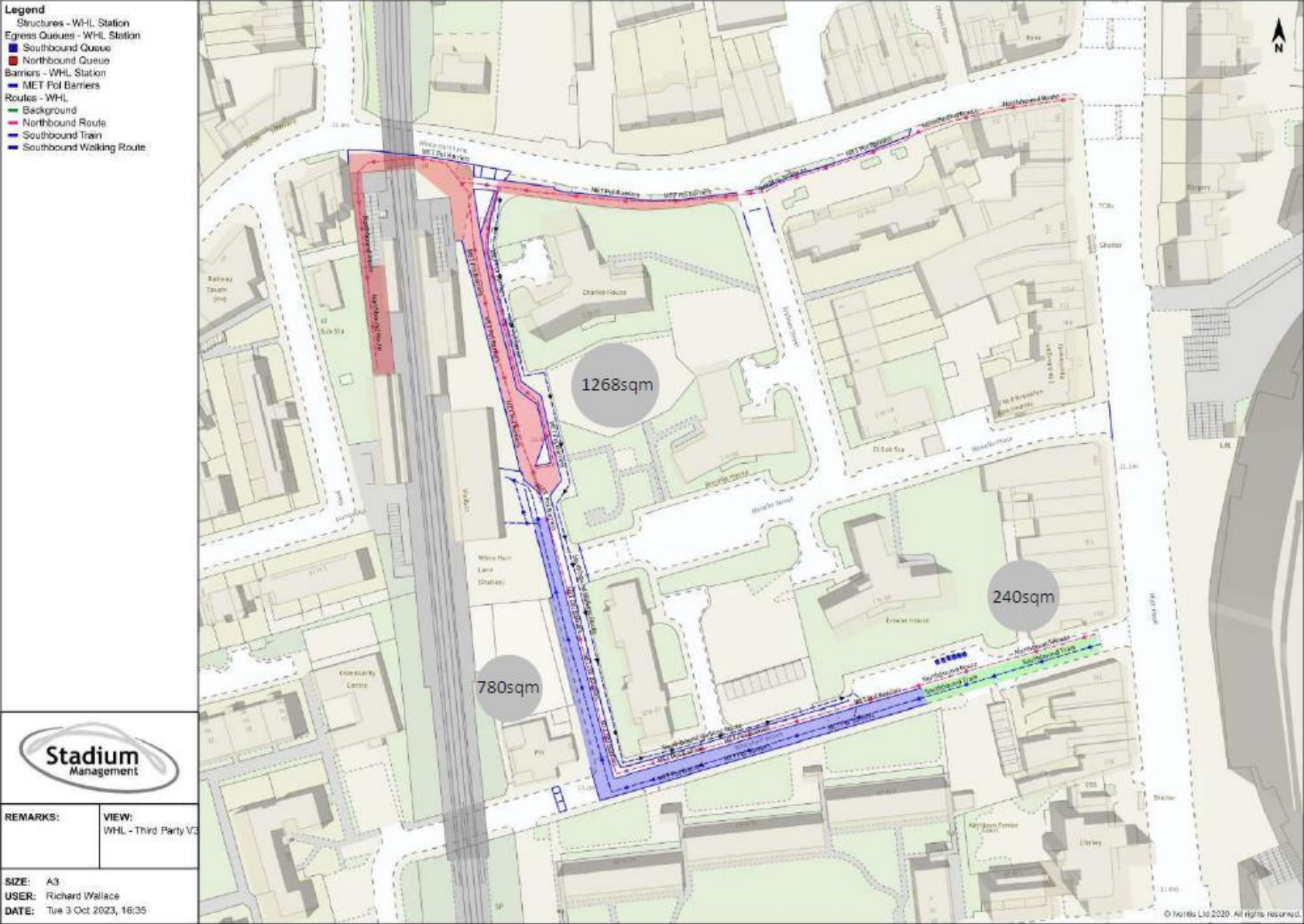


Figure 14: Queueing Arrangement in the existing situation, Football mode

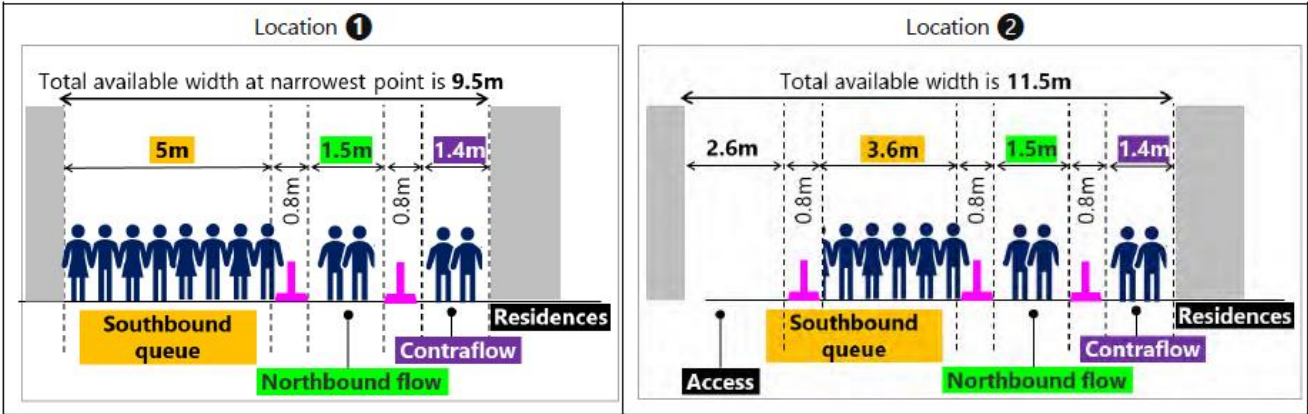
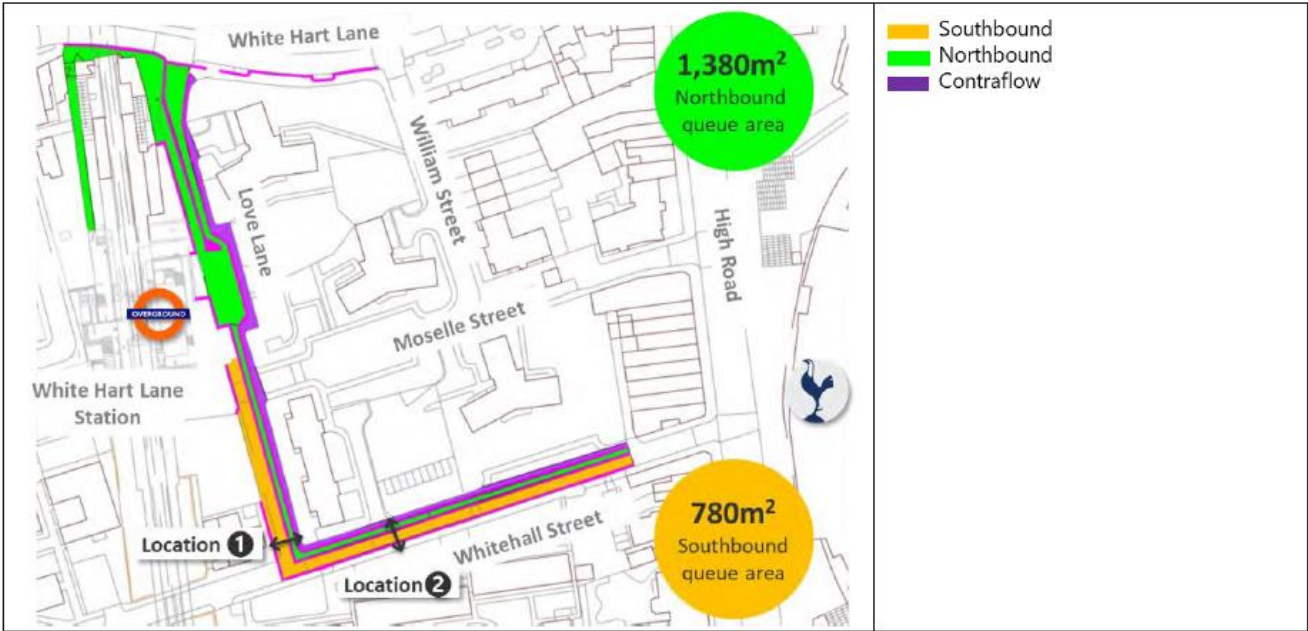


Figure 3-1 Existing crowd management strategy on existing site

Figure 18: Space for queues and associated overlay

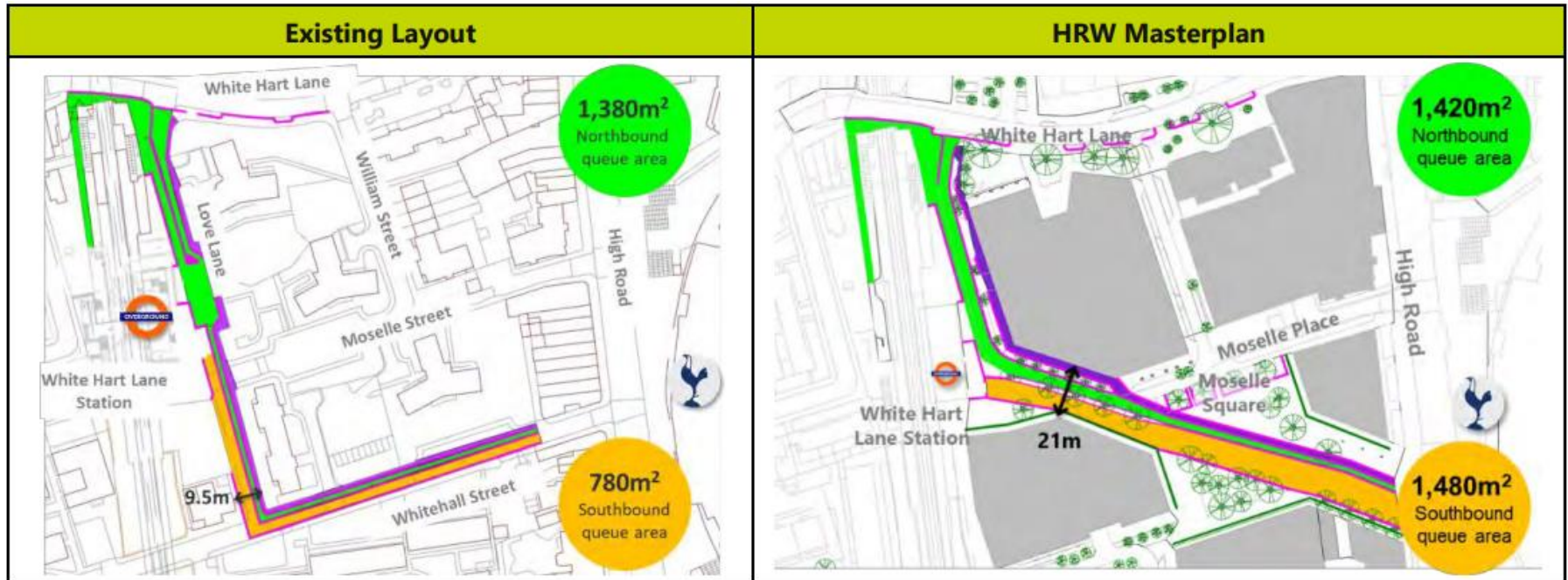
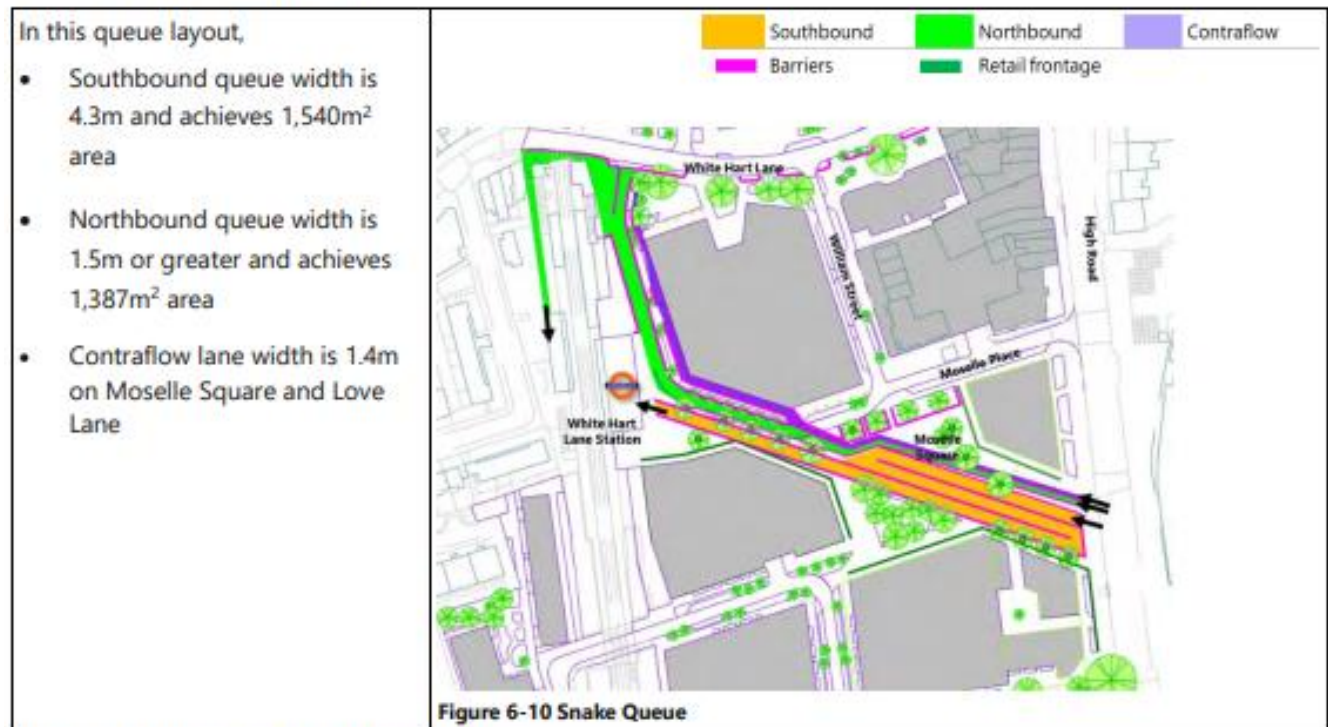


Figure 19: HRW Masterplan Scheme: Queue Layout Options 1 and 2

6.3.1 Option 1 – Snake queue



6.3.2 Option 2 – Disney style queue

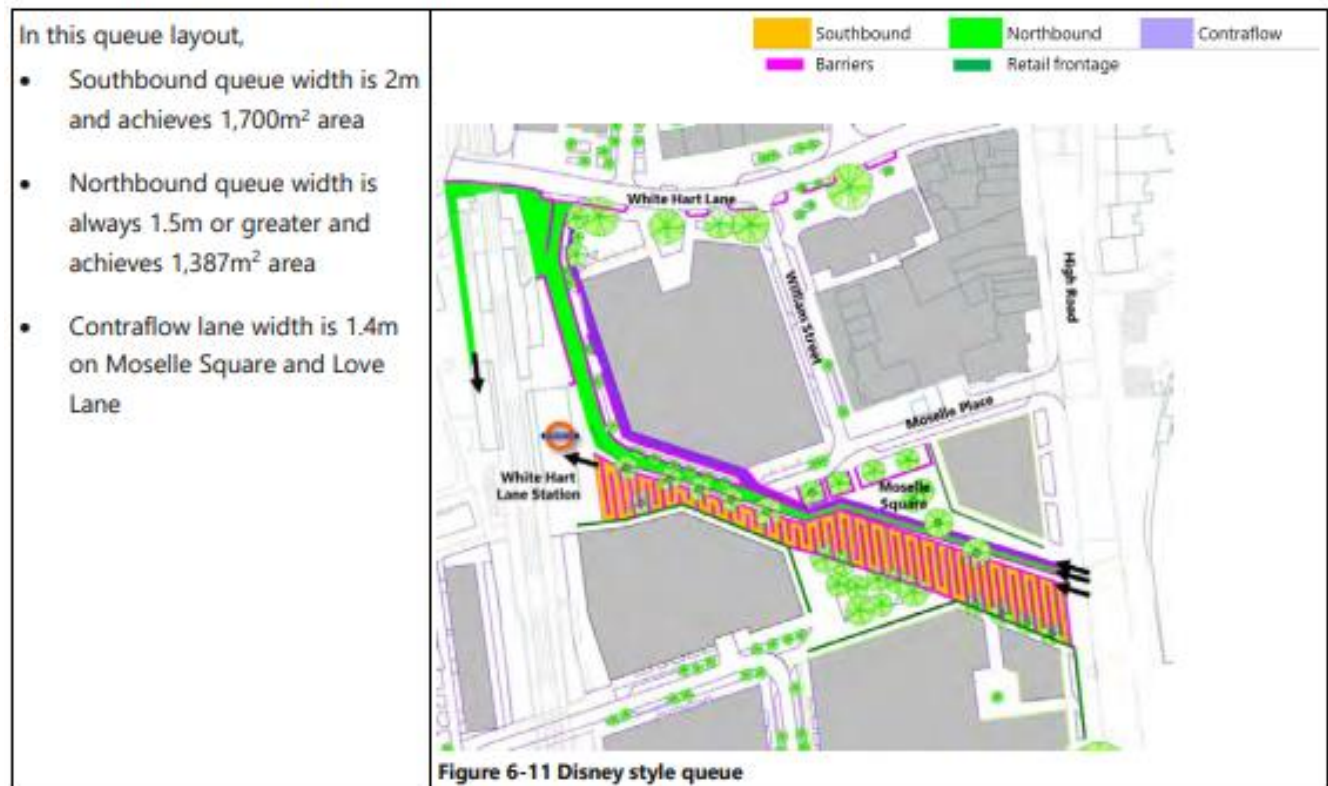


Figure 20: HRW Masterplan Scheme: Queue Layout Option 3

6.3.3 Option 3 – Straight queue

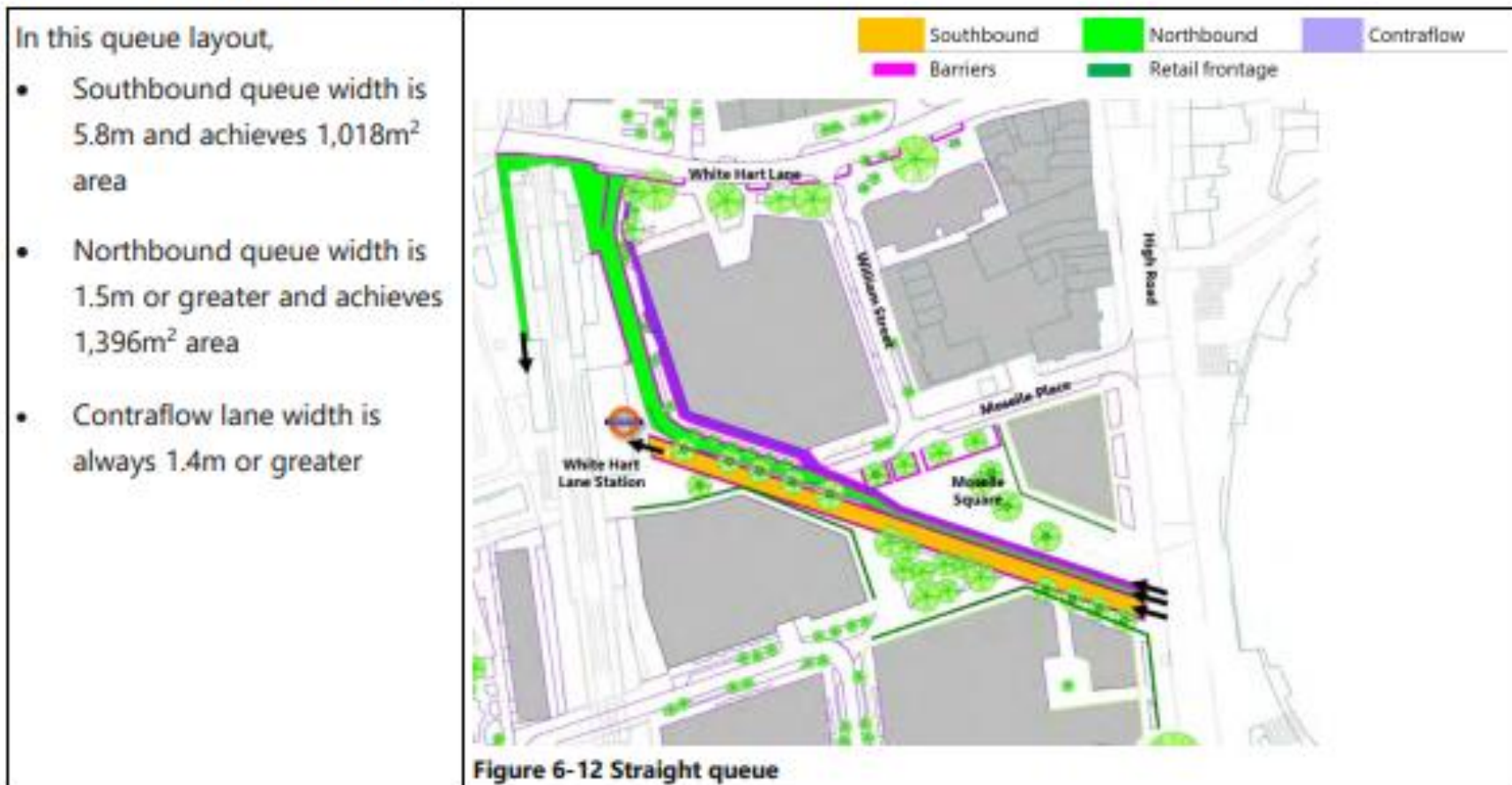


Figure 21: CPO Construction Phasing Overview

SCHEME PHASING PLAN

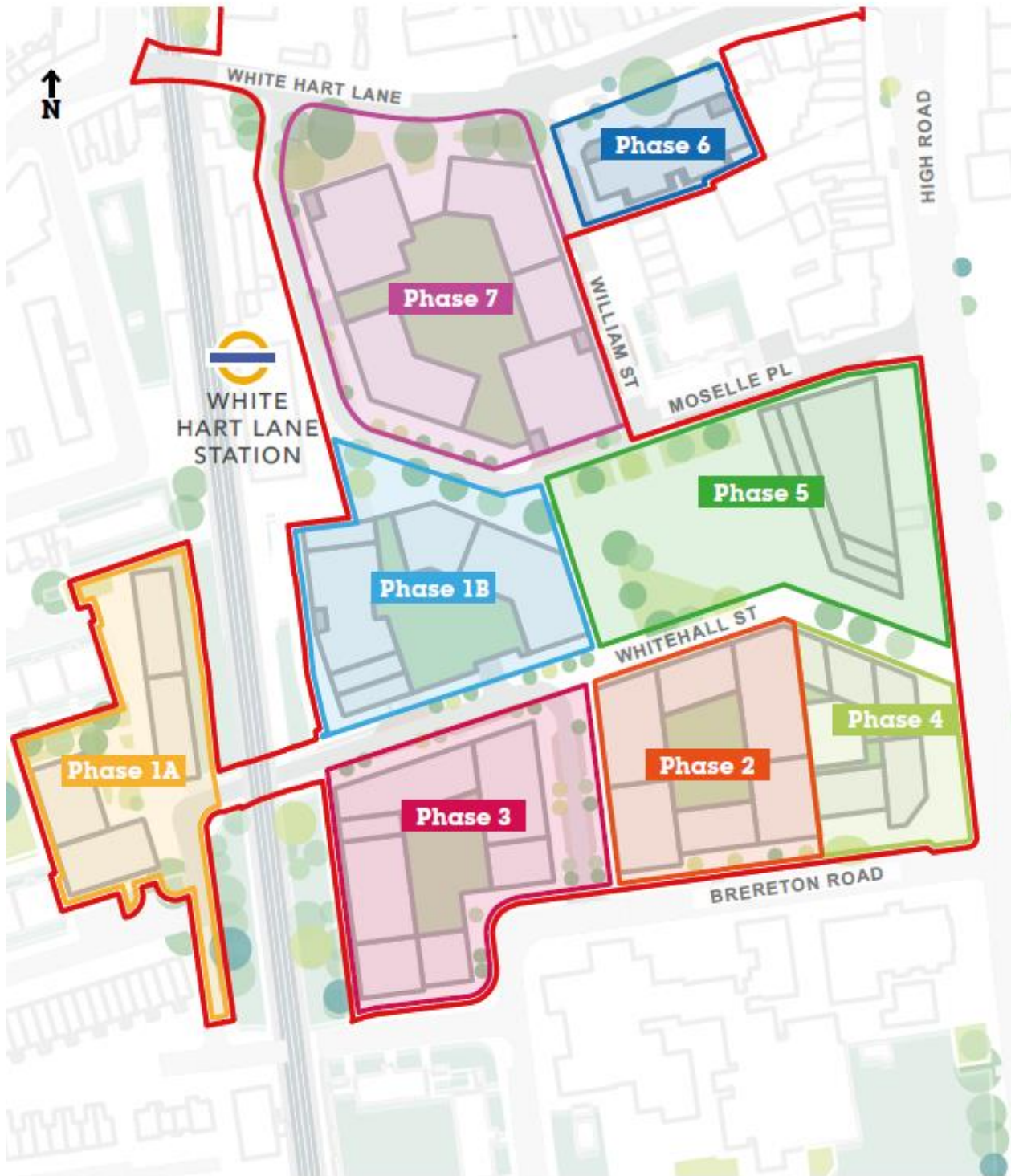


Figure 22: HRW Masterplan Construction Phasing Overview

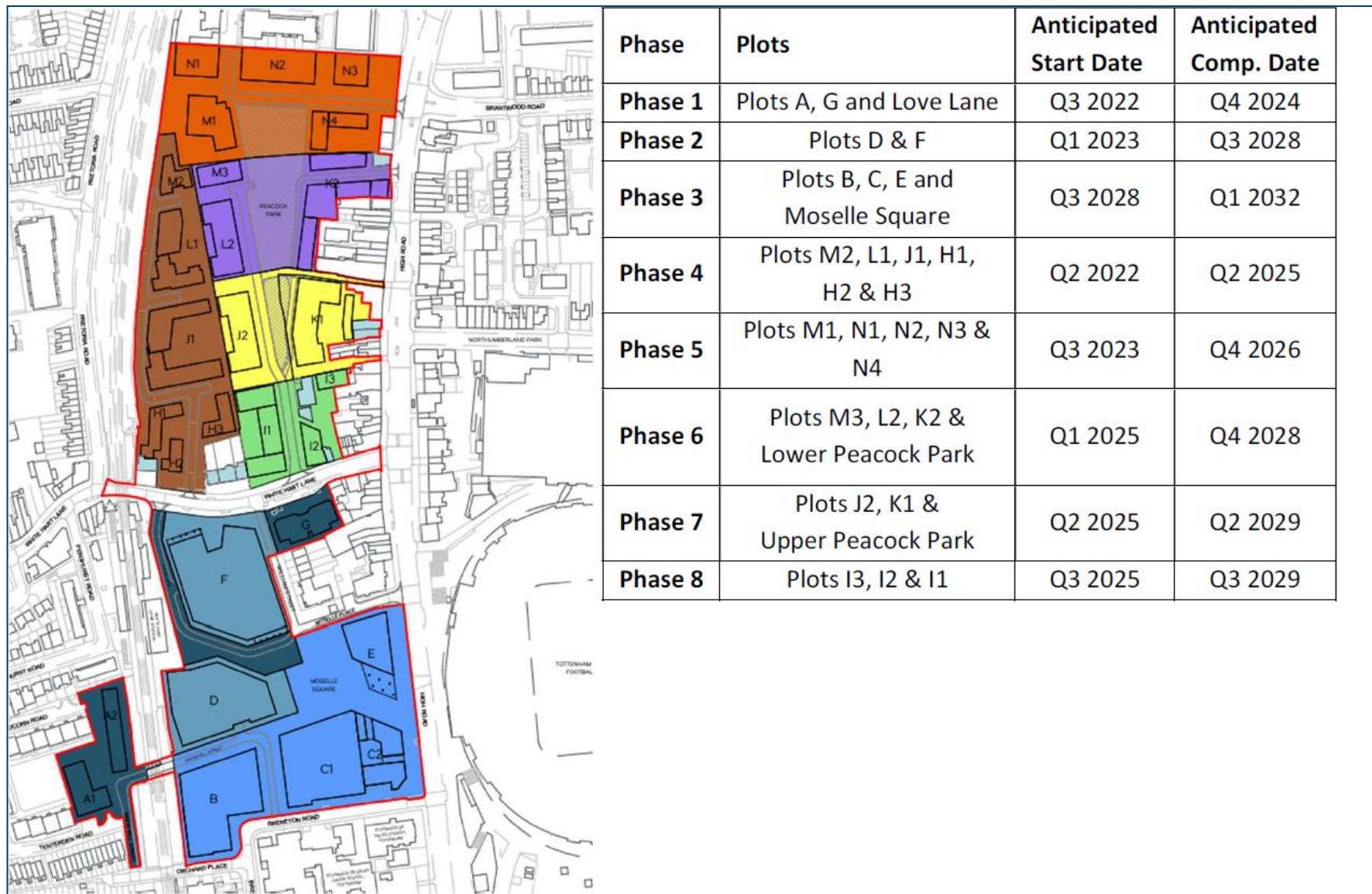


Figure 24: HRW Masterplan Indicative Crowd Management during Plot D Construction

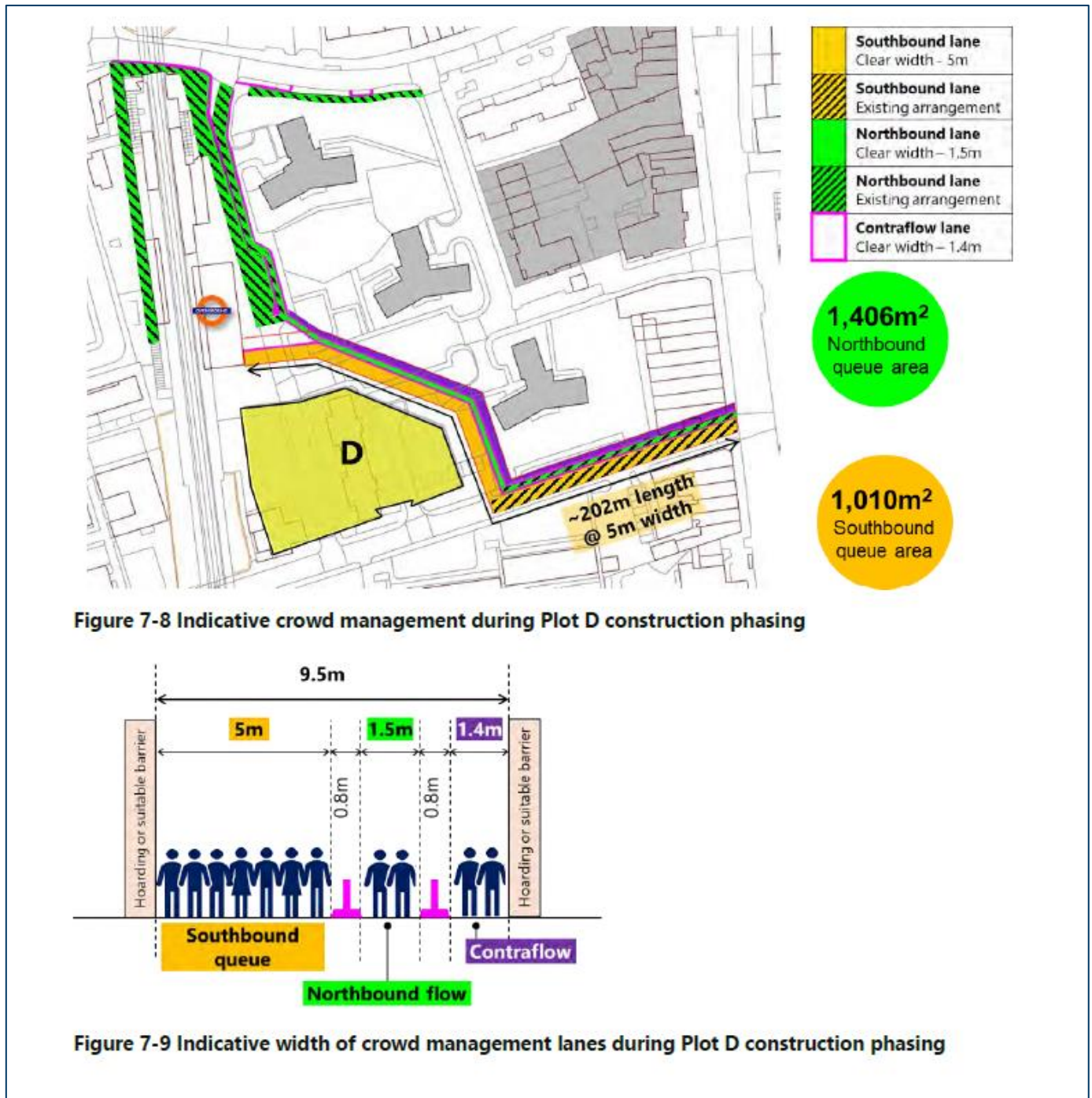


Figure 26: Crowd circulation route proposed during Q3 2022 to Q2 2023

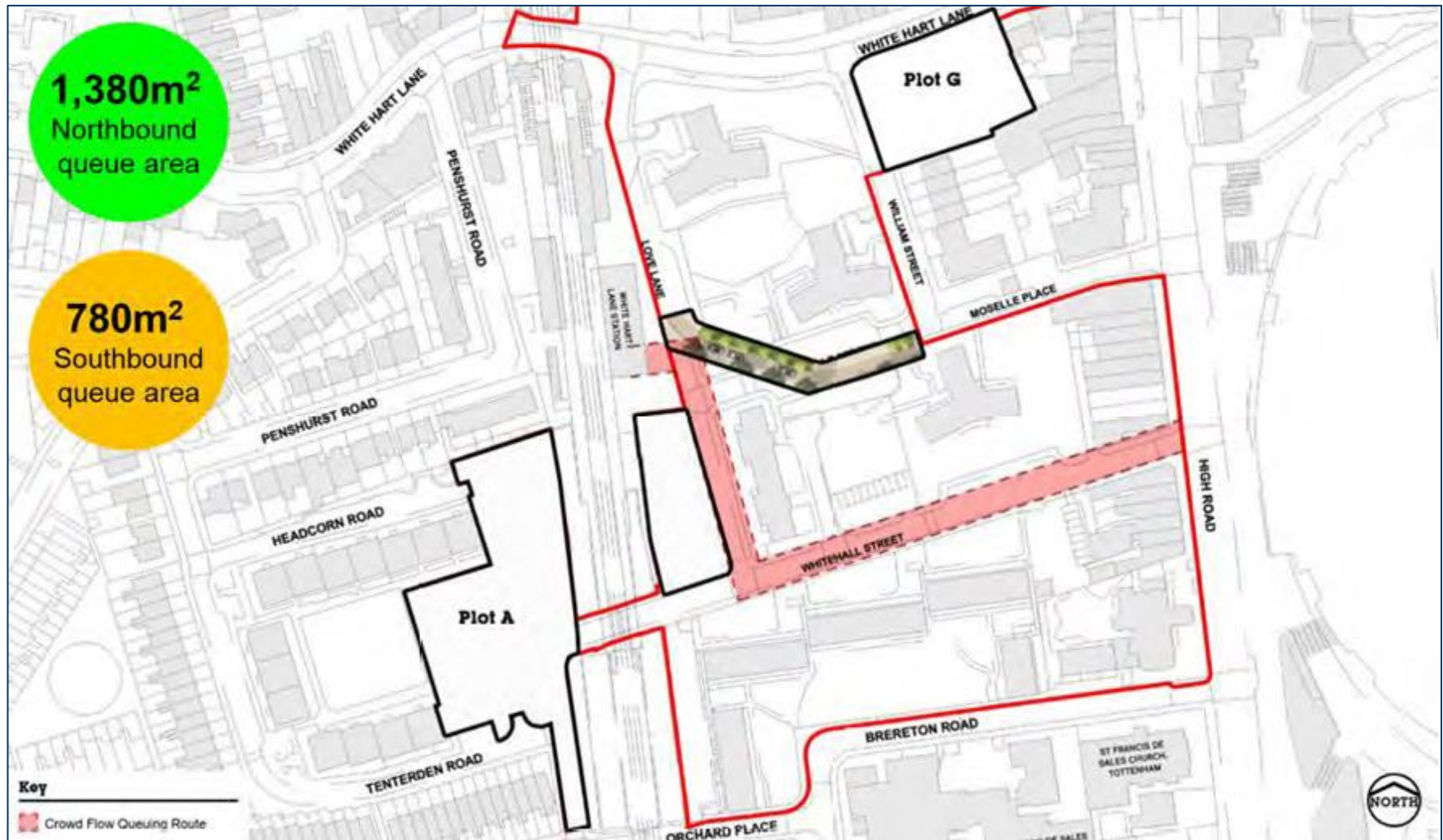


Figure 27: Phase 3 Construction Work Stage as presented in the CEMP (p79)



Q2 2025 to Q3 2028

The main site plan shows Plot F and Plot G. Plot F has two blue arrows indicating a width of 40m at different points along its southern boundary. The surrounding streets include White Hart Lane, Whittle Place, Whitehall Street, Breerton Road, and Tenderden Road. A red dashed line indicates the building line.

- Only section of hoarding will be 40m
- On the North side the hoarding can be the lower 1.1m height
- On the South the hoarding is likely to be further south closer to building line

An inset map provides a detailed view of the corner where Whitehall Street meets Whittle Place. It shows the proposed hoarding (indicated by a green hatched area) and the building line (indicated by a blue arrow labeled 'Building line').

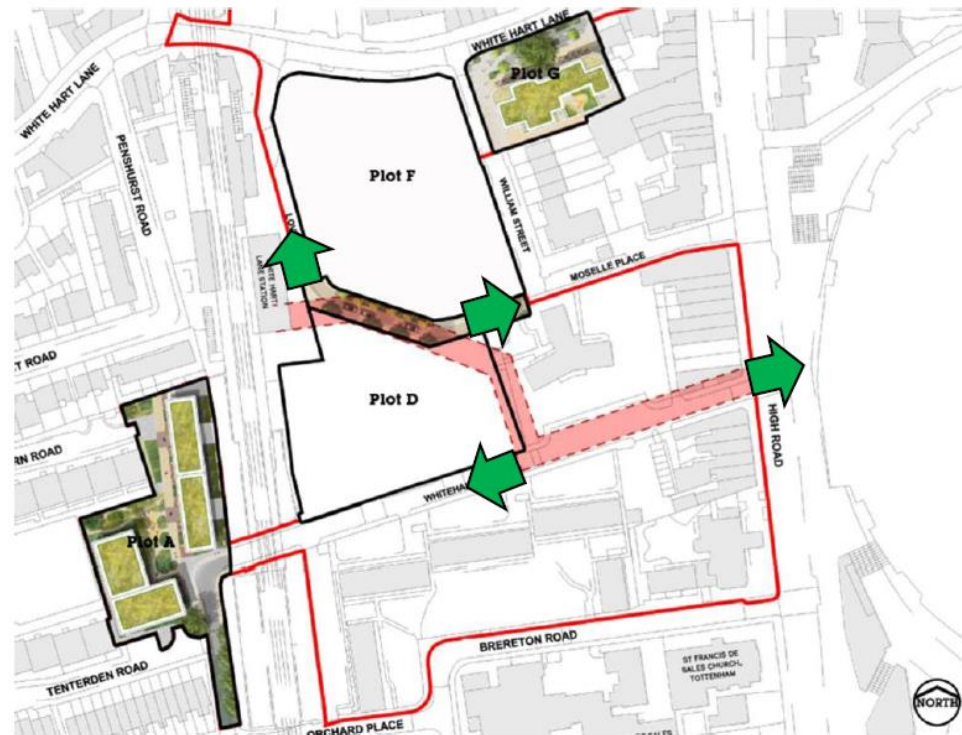
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Figure 29: HRW Masterplan Construction Phasing – Potential Dispersal Routes

Potential dispersal routes during construction

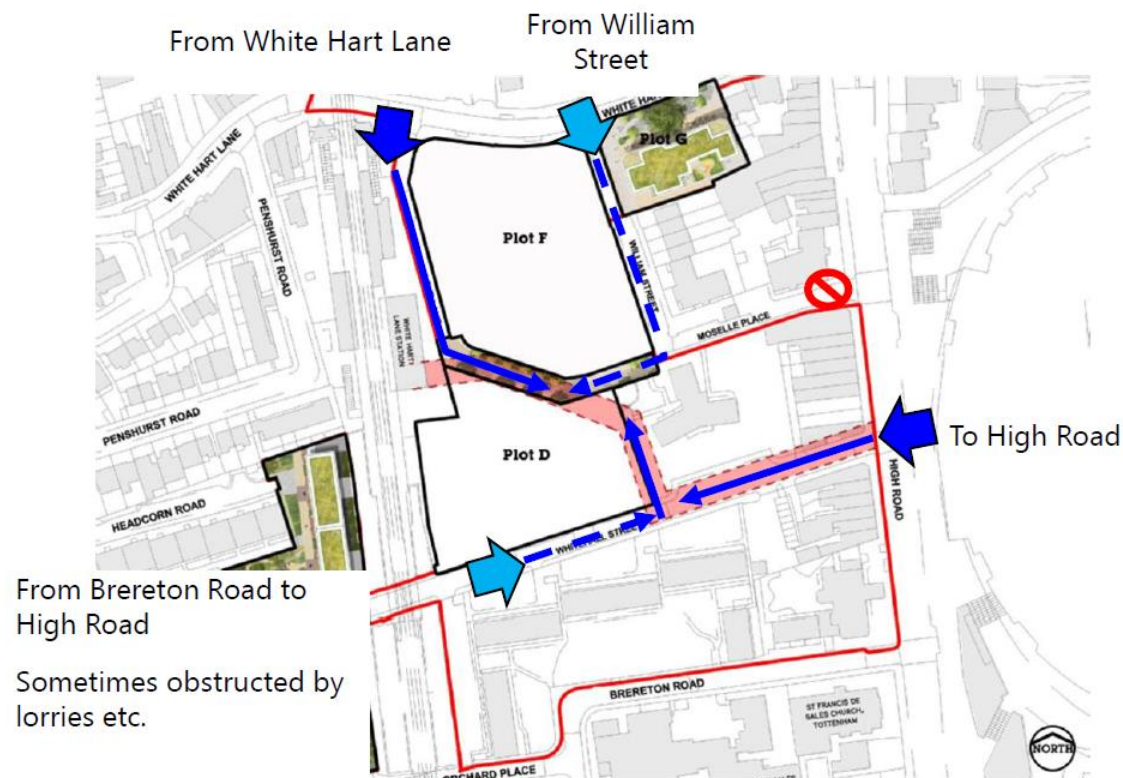


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Figure 30: HRW Masterplan Construction Phasing – Potential Ambulance Access Routes

Potential Ambulance access routes during construction



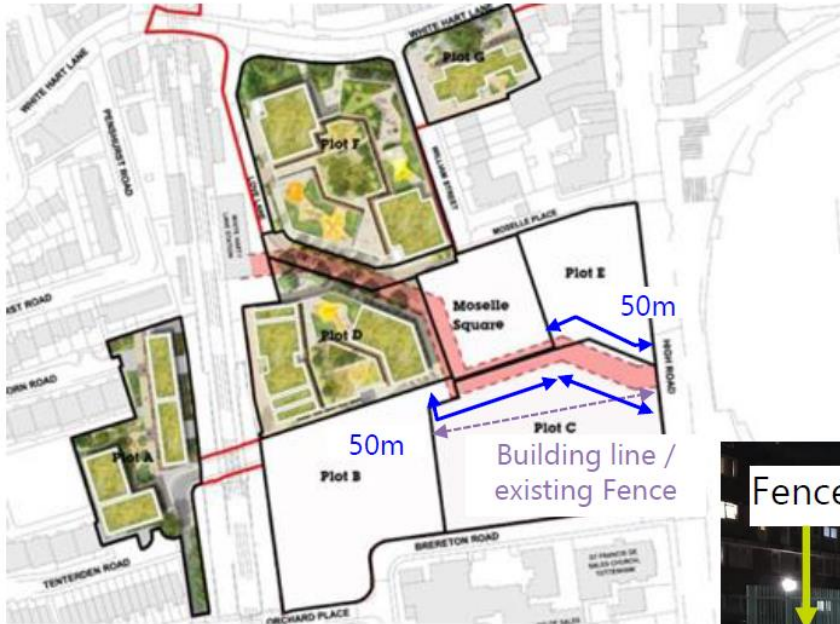
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Figure 31: Phase 3 Construction Work Stage as presented in the CEMP (p79)

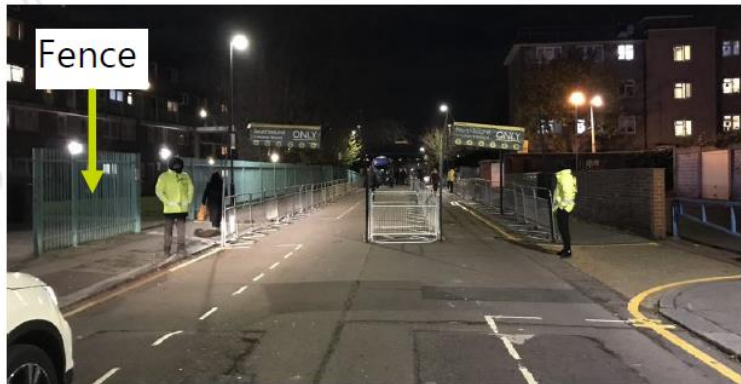


Q4 2029 to End-State



The map shows the layout of Moselle Square and surrounding streets. Plots A, B, C, D, and E are labeled. Dimensions of 50m are indicated for the hoarding length on both sides of the square. A dashed line indicates the building line / existing fence. The map also shows surrounding streets: White Hart Lane, Pleasant Road, East Road, Dean Road, Tenterden Road, Breckton Road, and Moselle Place.

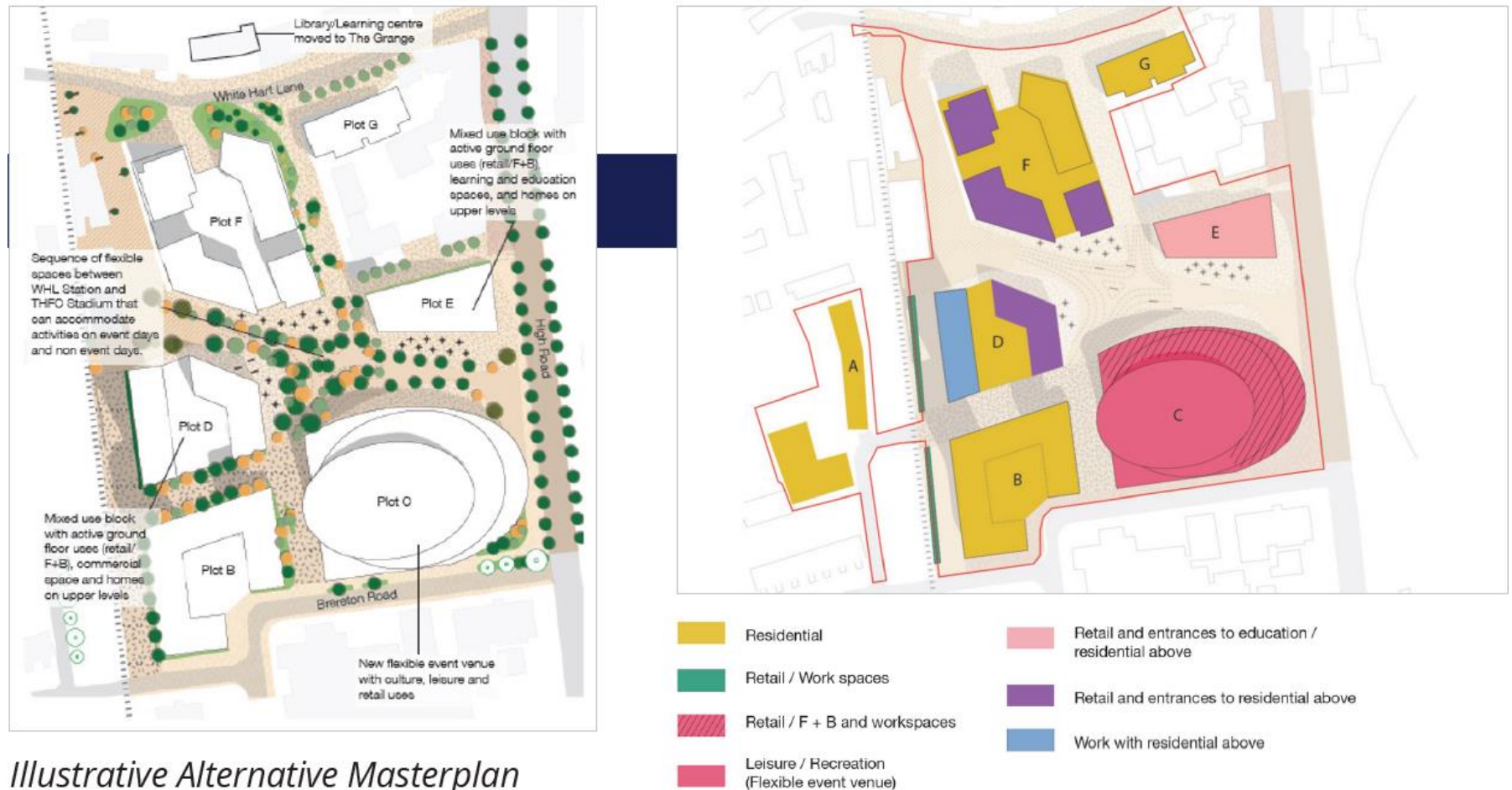
- Hoarding on both sides for max 50m
- Hoarding one side for additional ~50m – this will not be any further forward than the existing fence along Whitehall street
- Around Moselle Square will not require hoarding



A nighttime photograph of a construction site. A yellow arrow points to a fence. Two workers in high-visibility jackets are standing near the fence. The scene is illuminated by streetlights.

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Figure 33: Illustrative Alternative Masterplan



Illustrative Alternative Masterplan

Figure 34: Indicative Spatial provision for Post-Match Queuing and Flows on the Stadium-Station Link with the Alternative Masterplan

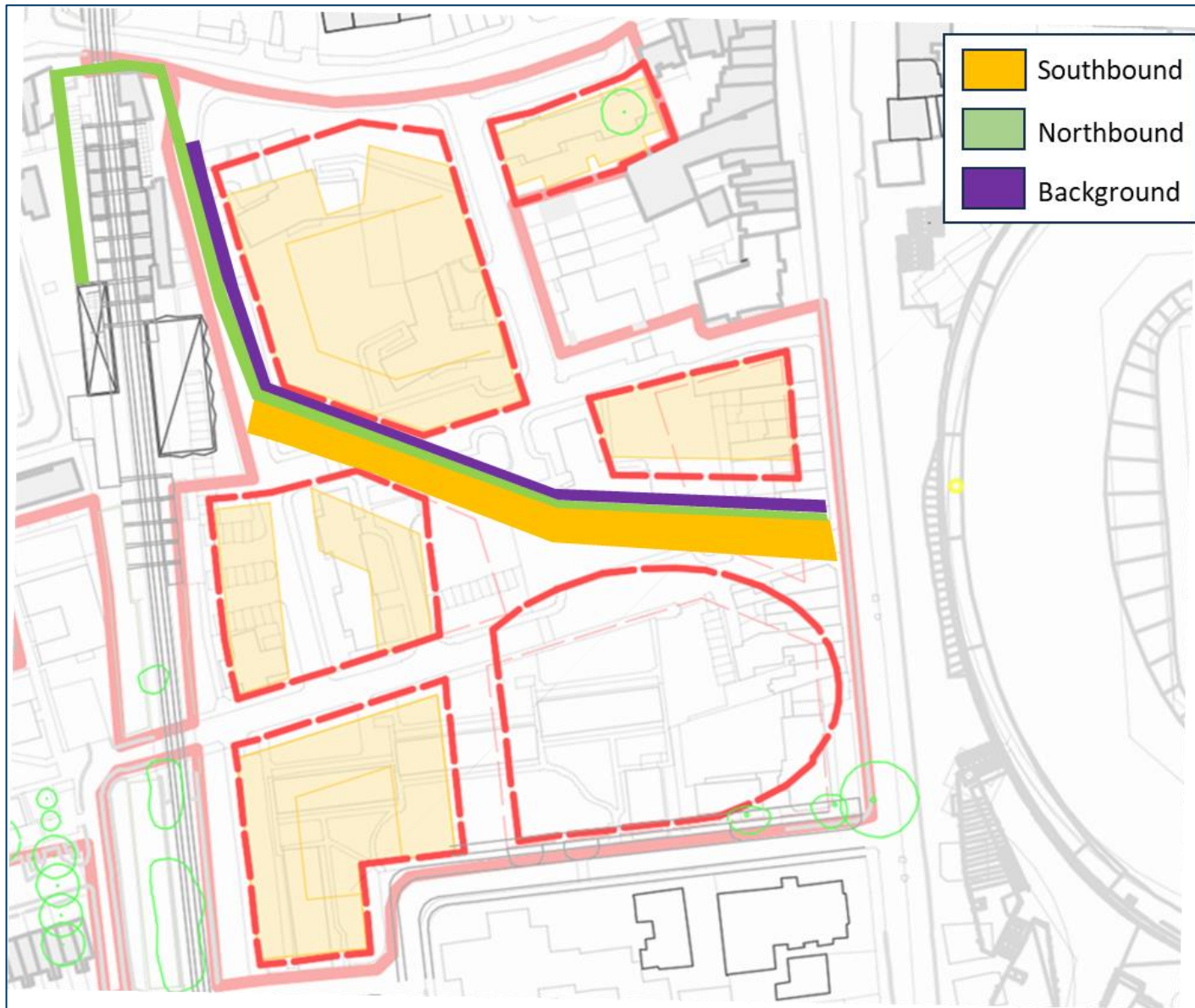
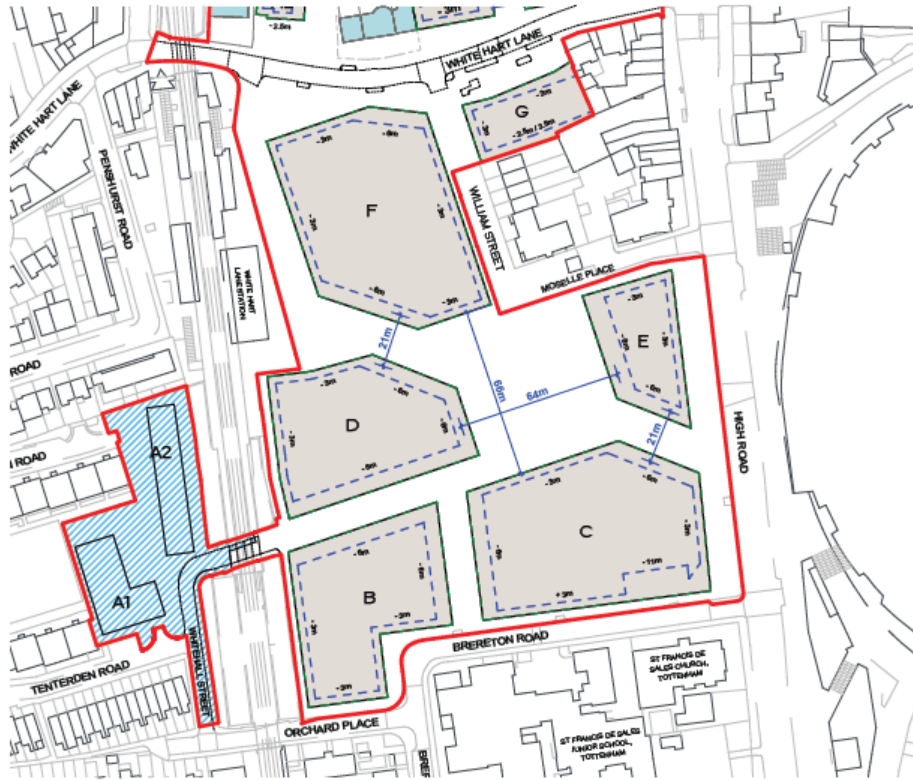
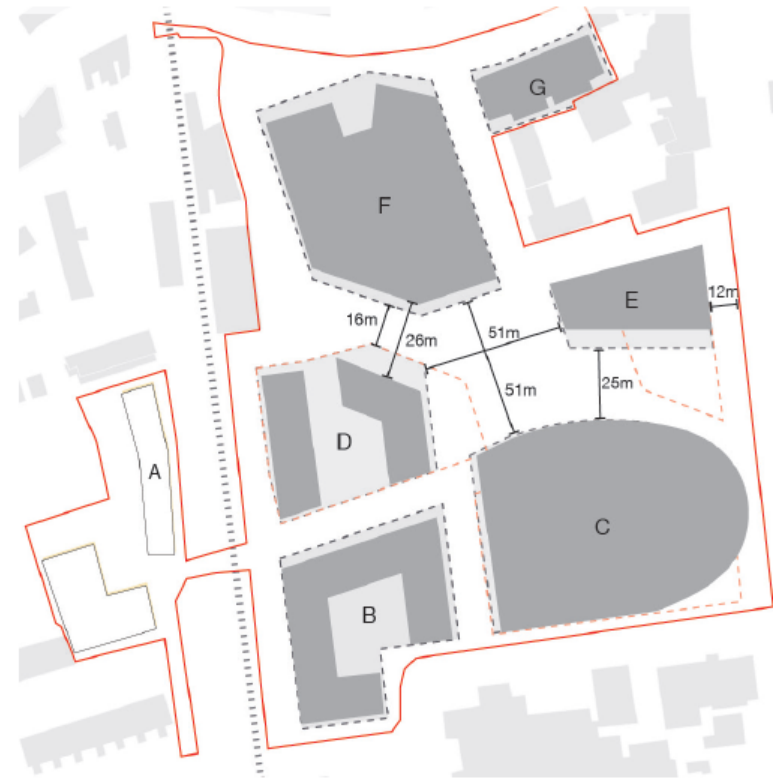


Figure 35: Location of Plots for the HRW PP Scheme and the Alternative Masterplan



HRW PP Dimensions



Alternative Masterplan Dimensions

Figure 36: Indicative allowance of space for clearance of attendees evacuating from Plot C

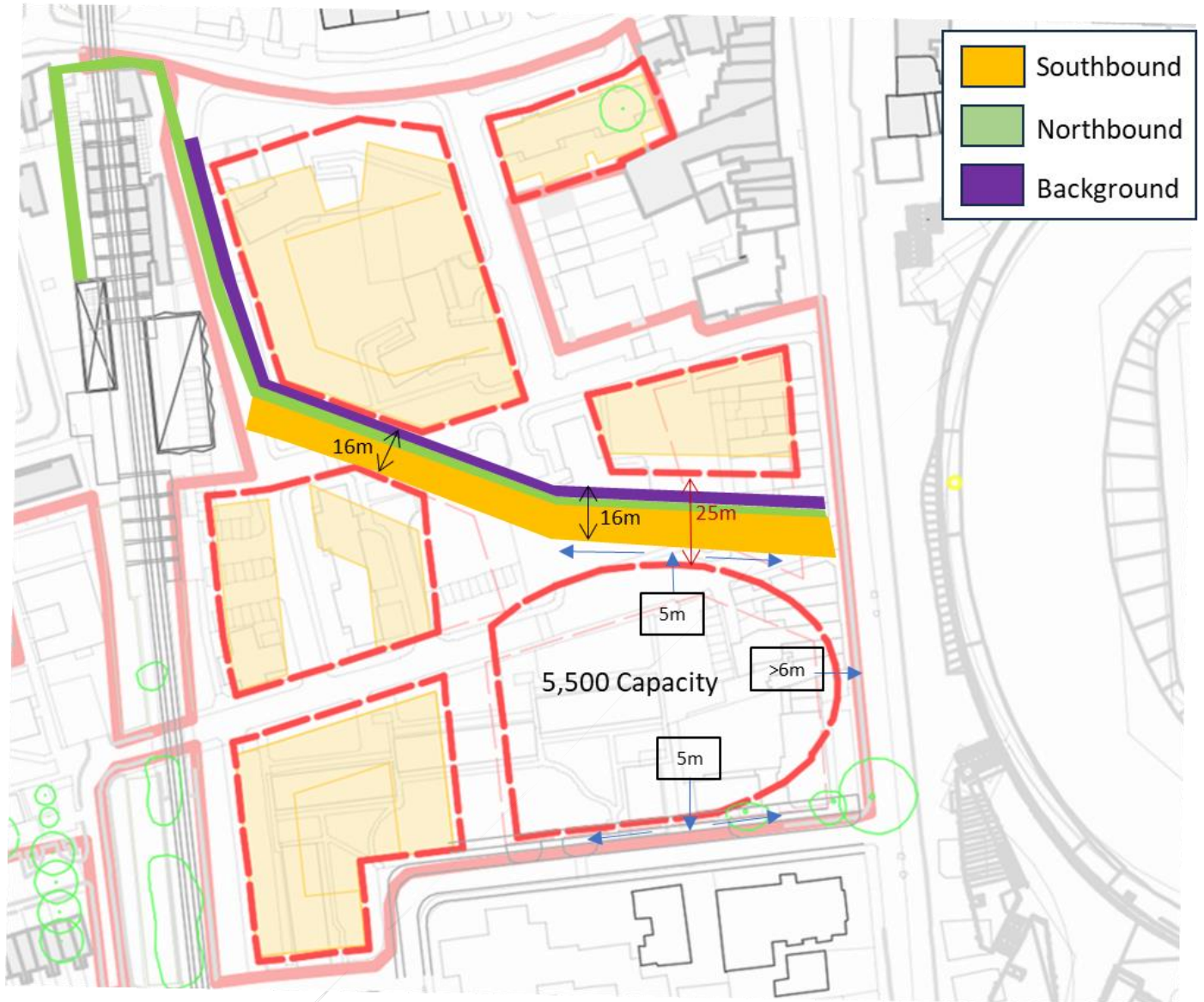
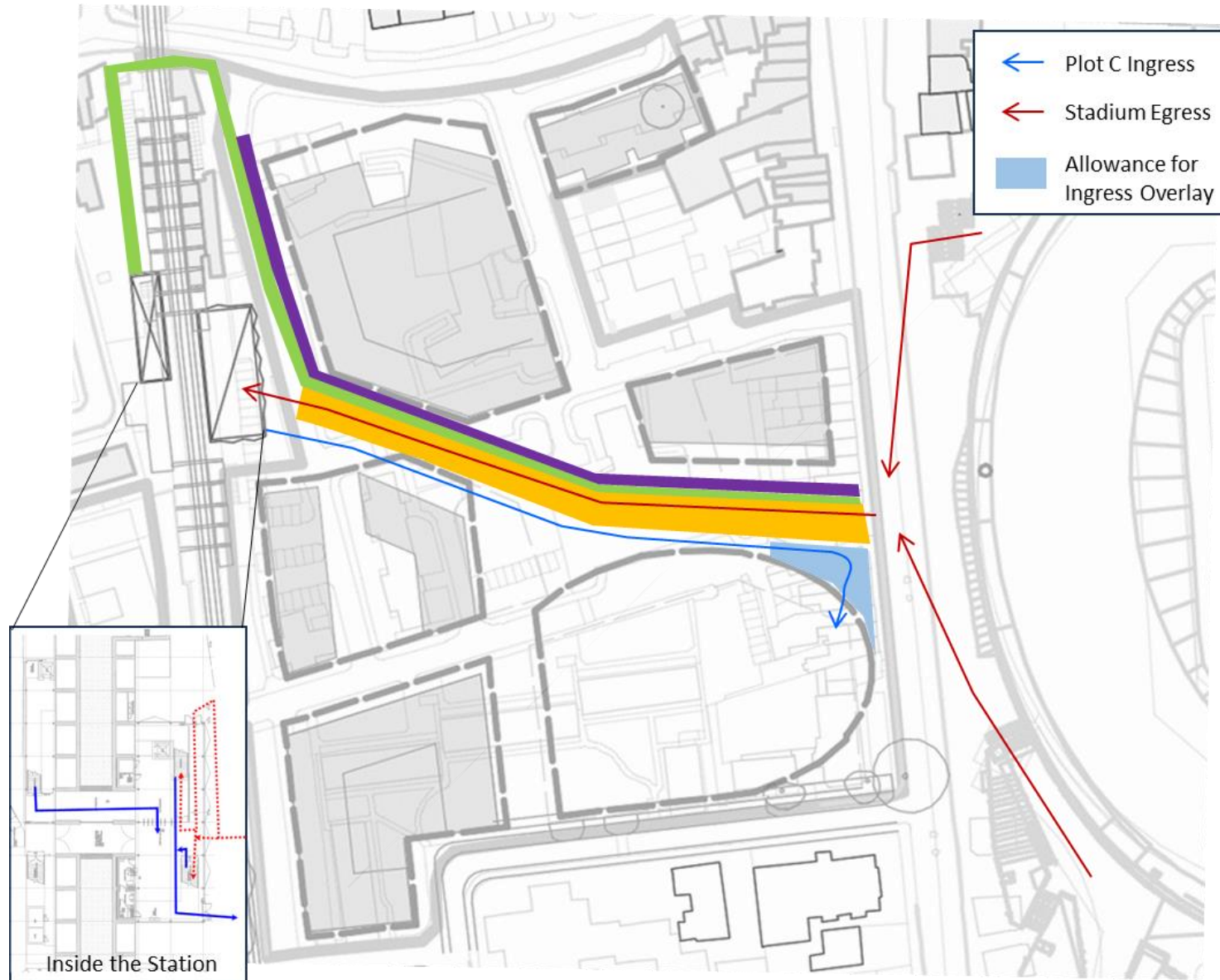


Figure 37: Spatial and Operational Implications of Coinciding Ingress and Egress Periods





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