

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

Rebuttal Proof of Evidence of Mr Simon Ancliffe -
Appendices

October 31, 2023

Submitted on behalf of Canvax limited, Goodsyard Tottenham Limited, Meldene Limited, Tottenham Hotspur Stadium Limited, Paxton17 Limited, Stardare Limited and High Road West (Tottenham) Limited



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Movement Strategies 05528602

Contact: Simon Ancliffe, Executive Advisor | Movement Strategies

GHD, Floor 10, 25 Farringdon Street

London, EC4A 4AB, United Kingdom

T +44 203 540 8520 | E info@movementstrategies.com | movementstrategies.com

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Contents

Appendix A Access Licence Letter	2
Appendix B Letter Pinsent Masons 311023	7

Appendices

Appendix A

Access Licence Letter



23 October 2023

Mr Richard Serra
Tottenham Hotspur Football & Athletic Co Ltd
Lillywhite House, 782 High Road,
London, N17 0BX

Dear Mr Serra

High Road West - Access Licence

As you are aware, on 31 August 2022 the London Borough of Haringey (the "Council") granted planning permission (reference HGY/2021/3175) for the redevelopment of High Road West (the "Permission").

The Permission was granted following the Council and Lendlease (High Road West) Limited ("Lendlease") entering into an agreement pursuant to s106 of the Town and Country Planning Act 1990 (the "Section 106 Agreement").

Defined terms within the remainder of this letter have the same meaning as that ascribed to them within the Section 106 Agreement.

Pursuant to paragraph 7 of Schedule 13 of the Section 106 Agreement requires Lendlease to grant or procure the grant to THFC for the purpose of operating the THFC Stadium on Event Days access to a Route via a Temporary Access Licence and/or an Access Licence.

The Annex to Schedule 13 titled "Licence Specified Terms" sets out the heads for the Temporary Access Licence/ Access Licence.

With a view to agreeing the terms of a Temporary Access Licence / Access Licence with THFC, please find attached Lendlease's position in respect of each of the Licence Specified Terms.

You will hopefully appreciate that Lendlease has taken a pragmatic approach to the Licence Specified Terms which reflect its desire to work co-operatively with THFC during both the construction and operational phases of the delivery of the High Road West development.

We would be grateful if you could review the proposed terms and provide any comments you may have as soon as practicable.

Lendlease (High Road West) Limited, Registered in England and Wales; Registered No: 11114089
Registered Office: 5 Merchant Square, Level 9, London W2 1BQ, United Kingdom www.lendlease.com



Yours sincerely,

Avni Mehta

Avni Mehta
Project Lead – High Road West
Lendlease



Item	Section 106 Agreement Specified Terms	Lendlease Position / Comment
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)	No comment required.
Licence Fee	[] per Event	A peppercorn.
Number of Events (annually from 1 August -31 July each year)	Football matches and up to 16 other Events	No comment required.
Notice Period	3 months prior to an Event Day for non-football Events. 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: (a) such notice is given to the Developer within three days of THFC receiving notification; and (b) notice is given at least one week prior to the Event Day.	No comment required.
Purpose of Licence	The Developer will allow THFC and its agents to enter onto 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. Any Temporary Access Licence will include public access rights.	Lendlease acknowledge the purpose of the licence and will work with THFC to fulfil the Purpose of the Licence.
Duration of Access per Event	Four hours prior to scheduled commencement of an Event and three hours 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.	No comment or action for Lendlease.
Requirements of THFC	THFC to carry out a Primary Access Route inspection alongside a representative of the Developer (or any management company)	Lendlease will agree that THFC are not required to provide an indemnity on the

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Item	Section 106 Agreement Specified Terms	Lendlease Position / Comment
	<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>	<p>understanding that THFC will not seek an indemnity from Lendlease.</p> <p>Lendlease's expectation is that THFC will hold public liability insurance of not less than £10million on an each and every claim basis. We would anticipate that THFC would hold this level of cover as a matter of course given the scale of the commercial operation. We would expect this cover to be evidenced on an annual basis (or equivalent) demonstrating that suitable cover is in place.</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>	Lendlease will not seek any costs from THFC for complying with these obligations.
Routes	<p>The Access Licence will identify the proposed 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>	<p>Please see attached plans showing the current intended location of the routes during the construction and operational phases that will provide for stadium visitor egress on Event Days and be available for public access at other times.</p> <p>The Council has agreed in principle that the Council is a party to the access arrangements by way of a tri-partite agreement under which the Council and Lendlease (where Lendlease has an interest in the relevant land) will grant access licences to THFC for the temporary routes and will grant THFC an easement in respect of the permanent route.</p>

Appendix B

Letter Pinsent Masons 311023

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Our Ref: DW:100086.0017
Your Ref: 140946546/AB73/658021.07014

31 October 2023

Alice Beresford
Pinsent Masons

By e-mail only: Alice.Beresford@pinsentmasons.com

Dear Madam

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

We write following the exchange of evidence on 10 October 2023 and in advance of the opening of the public inquiry into the CPO on 7 November 2023.

As you are aware, one of the grounds on which our clients have objected to the CPO is the impact of the CPO Scheme on the safe movement and management of crowds accessing and egressing the Tottenham Hotspur Stadium.

Our clients remain concerned that it has not been satisfactorily demonstrated that the CPO scheme will allow for the safe movement of crowds and to enable our clients to discharge their LAMP and ZoneEx obligations as the operator of the Tottenham Hotspur Stadium. This is an issue of fundamental importance to our clients.

We have now reviewed the evidence of Becky Hayward. Whilst limited additional information has been provided in respect of the revised construction phasing routes, our clients remain concerned by the absence of detailed information and assessment of the proposals; and by the continued reliance on the future discharge of Condition 64 attached to the Planning Permission and obligations set out in Schedule 13 (paragraph 7) of the associated Section 106 Agreement.

Our clients maintain that a detailed scheme of operation for each of the construction phases and the completed development could and should be prepared now to provide necessary assurance to the Inspector and all parties.

In turn, you will also be aware that Lendlease has written to our client on 23 October 2023 on an open basis setting out its position with respect to the proposed Specified Licence Terms in respect of the Access Licence contemplated by the Section 106 Agreement. However, again, the commitments set out in this letter are not legally binding or otherwise enforceable by our clients.

Against this background, and in an effort to seek to resolve the crowd safety issues for the purpose of the CPO inquiry, we set out below a list of assurances to inform the detailed design of the CPO Scheme, the preparation of the Interim and Final Crow Flow Management Plans required by Condition 64 attached to the Planning Permission, and the terms of the grant of access rights pursuant to Paragraph 7 of Schedule 13 to the Section 106 Agreement.

In the event the Acquiring Authority and Lendlease provide a legally binding undertaking to the public inquiry that they will honour these assurances, our clients will withdraw their crowd safety ground of objection to the CPO.

SCHEDULE OF ASSURANCES

References to Routes and Stages are to those set out in Figures 2-5 of Becky Hayward's Proof of Evidence. Unless expressly stated otherwise, the assurances apply to each of the Routes and Stages during the construction phasing and to the completed development.

QUEUE FOOTPRINTS AND WIDTHS

1. During the construction phases, the queuing area provided for the Southbound queue shall be at least 1,142m² in total comprising:
 - a. 902m² including circulation space between the Southbound queue and the two eastern entrances to White Hart Lane station but excluding any area taken by the footings of the barriers used to demarcate the queuing area; and
 - b. A contingency queuing space of 240m².
2. During the construction phases an available clear width of at least 5.0m must be provided throughout the Southbound queue length excluding the footings of barrier lines used to demarcate the queue line during and from Stage 3 onwards.
3. In the completed development the queuing area provided for the Southbound queue shall be at least 1,575m² including circulation space in front of White Hart Lane station and a minimum width of 5.4m.
4. During construction the queuing area for the Northbound queue shall be at least 1,268m² and in the completed development shall be at least 1,420m² with a minimum width of 1.5m.
5. A contraflow lane of at least 1.4m width shall be provided.
6. The overarching specification shall be no less than the existing position (as at the date of the submission of the planning application) both quantitatively and qualitatively.
7. The minimum areas and widths set out above may need to increase to provide for further circulation capacity for evacuation in the event of emergencies in areas adjacent to hoardings.

CIRCULATION AND ACCESS

8. No construction hoardings shall encroach onto the pavements of Whitehall Street, Love Lane, White Hart Lane or the High Road (with the exception of the sections of public highway to be permanently stopped up) and all the pavements shall be available for pedestrian circulation during event days at the Tottenham Hotspur Stadium.
9. The proposed construction Routes between the Tottenham Hotspur stadium and White Hart Lane station, including White Hart Lane, Love Lane and Whitehall Street shall be provided as semi-permanent routes and be open to the public on both event days and non-event days (save for any temporary short-term closures required to facilitate construction activities).

PROVISION OF TOILETS

10. 60m² or more of space for temporary event toilets shall be provided and located in Whitehall Street /Moselle Square between the High Road and the start of the primary queue for Southbound trains.
11. A further 62m² or more space shall be provided adjacent to the toilet footprint to facilitate drop-off, servicing and collection.

HOARDINGS

12. During no Stage shall there be any sections of double-sided hoardings along any of the Routes exceeding 50m.

SAFETY AND SECURITY

13. Road closures and temporary Hostile Vehicle Mitigation ("HVM") barriers shall be operated in accordance with the existing arrangements during each Stage of construction. Permanent HVM shall be included in the completed development design to allow for effective crowd flow and to avoid queues on Tottenham High Road.
14. Each Stage shall provide at least the equivalent number of emergency service access points and evacuation routes and widths as currently exist.

LIGHTING AND LEVEL ACCESS

15. Appropriate lighting and level surfaces free of trip hazards shall be provided along the Routes during each Stage.

PROVISION FOR ENGAGEMENT

16. The detailed design for each Route and Stage must be undertaken in partnership with THFC in a multi-agency environment beginning at least six months before submission of each Interim Crowd Management Plan and the Final Crowd Management Plan to comply with Condition 64 attached to the Planning Permission. This process must include:
 - a. Joint monthly design meetings to develop and present risk assessments for crowd safety and security and to assess project progress against the delivery programme;
 - b. The provision of the quantum and geometry of space available for the queue system arrangements, together with escape routes, shall be verified and approved by THFC and the Metropolitan Police CTSA, as key operators and risk holders for safety issues, such acceptance not to be unreasonably withheld; and
 - c. The presentation of detailed design drawings to the Safety Advisory Group for approval at least 3 months before commencement of any Route/Stage.

TERMS FOR THE GRANT OF ACCESS RIGHTS

17. The grant of the necessary rights of access shall be enshrined in a Tri-Partite Access Agreement between THFC, the London Borough of Haringey ("LBH") and Lendlease.
18. The purpose of the Tri-Partite Access Agreement is to provide rights to THFC and its agents to enter onto the land for the purpose of erecting mobile and temporary pedestrian control barriers, HVM, toilets, signage, and all other necessary equipment in order to facilitate the management of access for spectators between Tottenham Hotspur Stadium and White Hart Lane Station.
19. The access rights should take the form of the grant of an easement to THFC with necessary "lift and shift" to accommodate the changes to the Routes throughout the construction phasing.
20. No more than a peppercorn fee shall be charged for the grant of the rights/easement to THFC, and neither Lendlease nor LBH will seek any other costs from THFC associated with the operation of the Tri-Partite Access Agreement.
21. The Tri-Partite Access Agreement shall require a detailed specification for the temporary and permanent Routes to be agreed between the parties (such approval not to be unreasonably withheld and subject to an appropriate dispute resolution mechanism). The specification shall be agreed prior to the stopping up of the existing public highways and in turn shall inform the preparation of the Interim and Final Crowd Flow Management Plans for the purpose of Condition 64.
22. The rights shall be granted for all Events (with greater than 10,000 spectators) at the Tottenham Hotspur Stadium as authorised by the stadium planning permission (as may be varied from time to time).
23. The duration of the rights of access shall be from four hours (eight hours for an NFL game) prior to commencement of an event until three hours after the final whistle of a football match or the scheduled completion of a non-football event unless otherwise agreed in writing between the parties and with the exception of the provision of toilets where access shall be provided 6 hours before the start of the event for set up.
24. The Tri-Partite Access Agreement shall set out arrangements for THFC to notify Lendlease and LBH of all scheduled Events on a rolling annual basis, with provision for notification of rescheduled events.

These assurances are necessary to provide THFC with sufficient confidence that in the absence of detailed proposals at this stage, arrangements can and will be provided to ensure the safe movement and management of crowds attending the Tottenham Hotspur Stadium. As set out above if the Acquiring Authority and Lendlease provide a binding undertaking that these assurances will be honoured, our clients will withdraw their crowd safety objection to the CPO (but for the avoidance of doubt will maintain their objection on the other grounds set out in their Statement of Case and evidence).

Yours Faithfully



RICHARD MAX & CO

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**GHD, Floor 10, 25 Farringdon Street
London EC4A 4AB, United Kingdom
+44 (0)203 540 8520**