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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 queueing 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 queueing area; and
 - b. A contingency queueing 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 queueing 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 queueing 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



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7 November 2023

THE LONDON BOROUGH OF HARINGEY (HIGH ROAD WEST PHASE A) COMPULSORY PURCHASE ORDER 2023 ("THE CPO")

Dear Sir/Madam

We write further to your letter dated 31 October 2023 in which you state that your client would be willing to withdraw its crowd flow ground of objection to the CPO if the Council and Lendlease provide a number of assurances in respect of crowd flow and access licence terms.

Your client's concerns regarding crowd flow are noted.

As you are aware, Condition 64 of the Planning Permission was imposed to provide a mechanism for approving detailed crowd flow arrangements for both the construction phase and end use of the development. Condition 64 sits alongside the obligations within Schedule 13 of the Section 106 Agreement which sets out the terms of any access licence between the parties.

Becky Hayward of Buro Happold's proof of evidence and rebuttal clearly shows that there is sufficient scope within the CPO Scheme for satisfactory crowd flow arrangements to be put in place. Although Simon Arncliffe requests further details, he does not appear to state otherwise.

Furthermore, and as you note, Lendlease has set out in open correspondence dated 23 October 2023 its position in respect of the Licence Specified Terms upon which the future access licence(s) will be granted. In the context of your client's challenge to the planning permission we note in particular that Lendlease is not seeking a fee for the use of the licence and is not seeking an indemnity from your client. In terms of public liability insurance, the assumption is that any insurance your client already has in place will be sufficient.

The Council's and Lendlease's position therefore remains that the mechanisms within the Planning Permission and Section 106 Agreement ensure that suitable crowd flow arrangements will be secured at the necessary time, and that further details are not required at this stage in general nor specifically in the context of the CPO inquiry.

However, we note that your client is seeking further, detailed assurances on crowd flow matters.

The Council and Lendlease set out below an initial response to each of the assurances requested. However, as your client is aware the Planning Permission was granted in outline (other than Plot

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A), meaning that certain details have not yet been determined. This means that some of the assurances may be unrealistic in the context of the current status of the development. Indeed, maintaining flexibility on certain matters will be in the interests of all parties by ensuring that there is sufficient scope for the best crowd flow outcomes to be achieved when further detail is known. As such, a mechanism to agree future revisions to specific assurances would be a sensible measure on the part of both parties such that suitable amendments can be addressed in the future.

On an initial review of your letter dated 31 October 2023, the Council and Lendlease consider it possible that a number of the assurances requested could be provided either as worded in the letter or with minor amendments. For example, and using the numbering within your letter, we set out below the Council's and Lendlease's initial response to the proposed assurances:

- 1) We suggest that this assurance is re-worded to read:

"During the construction phases, the queueing and circulation area provided for the Southbound queue shall be at least 1,148sqm in total comprising:

- a. Formal southbound queue area of 780sqm excluding any area taken by the footings of the barriers to demarcate the queueing area;*
- b. 128sqm circulation space between the Southbound queue and the two eastern entrances to White Hart Lane station; and*
- c. A contingency queueing space of 240sqm"*

- 2) We suggest this assurance is re-worded to read:

"During the construction phases an available clear width of at least 3.6m to be provided throughout the southbound queue length excluding the footings of barrier lines used to demarcate the queue line."

Explanatory Note: The existing minimum width of the Southbound queue is 3.5 – 3.6m at its narrowest point, not 5m. This is based on measurements taken during Buro Happold's site observations and also reviewed against the queue diagrams provided by THFC/ Movement Strategies (see CD 10.11.2).

- 3) To be discussed between the parties.

- 4) We suggest this assurance is re-worded to read:

"During construction and in the completed development the queueing area for the Northbound queue shall be at least 1,420sqm, which includes the area adjacent to the southbound queue lane on Moselle Square, with a minimum width of 1.5m."

Explanatory Note: If the area adjacent to the Southbound queue lane in Moselle Square is included, then 1,420m² can be provided during the completed development stage.

- 5) Agreed as drafted.



- 6) The requirement for this assurance will need to be considered once the remaining assurances are discussed and agreed.
- 7) To be discussed between the parties.
- 8) To be discussed between the parties.
- 9) Agreed, subject to closures (on non-event days) for construction related activity, such as scaffold erection, crane lifts, utility works, etc.
- 10) Agreed, subject to the parties agreeing that alternative locations could be considered during the construction phase.
- 11) We suggest this assurance is re-worded to read:

"A further 62sqm or more space shall be provided adjacent or as close as practically possible to the toilet footprint to facilitate drop-off, servicing and collection, subject to construction phasing."

- 12) We suggest this assurance is re-worded to read:

" Save in exceptional circumstances, and with appropriate mitigation measures in place, during construction there shall not be any sections of double sided hoardings along any of the routes exceeding 50m,."

- 13) To be discussed between the parties.
- 14) To be discussed between the parties.
- 15) To be discussed between the parties.
- 16) To be discussed between the parties.

- 17) – 24) As you are aware Lendlease has written to your client setting out its position on the Licence Specified Terms upon which any future access licences will be granted, this included entry into a tri-partite agreement. As noted within the letter, the proposal is that an access licence will be granted for each construction route with an easement granted for the final permanent access routes.

Given the number of assurances requested and the comments above, we consider that the best way to move matters forward is for the parties to meet to discuss the assurances that can be provided now and those which would be more appropriately dealt with at a later date.

If your client wishes, the Council and Lendlease are content for this meeting to be held on a without prejudice basis. For the avoidance of doubt however this letter is not without prejudice and is provided on an open basis.



The Council and Lendlease will make themselves available to discuss the assurances requested.

We look forward to hearing from you.

Yours faithfully

Pinsent Masons LLP