

Brenda Taplin

From: David Warman <David@RichardMax.co.uk>
Sent: 14 November 2023 08:20
To: Ben.Groves@ashurst.com; Alice Beresford
Cc: Ms Bibi Fakhrai (Third Party)
Subject: High Road West - Crowd Flow Assurances
Attachments: Crowd Flow Assurances 141123.docx

Dear Ben and Alice

I write following the call yesterday afternoon. We were very surprised that no-one from Pinsents or the Council was in attendance. As we explained on the call, THFC will require the Council to jointly sign up to the Assurances.

Following the call, please find attached an amended draft of the Crowd Flow Assurances. The document is based on the list set out in our letter of 31 October, with changes shown as tracked changes. You will note that the numbering has changed as some items have been deleted and others amalgamated. I have tried to note those points which the Lendlease team indicated they still needed consider – we appreciate you will also need to review and approve those assurances where the wording has changed as a result of points raised at the meeting.

However, in broad terms the position is as follows:

- 1 – Amended as per Pinsents letter 7 November and agreed.
- 2 – Amended as per Pinsents letter 7 November and agreed.
- 3 – Wording retained. LL to consider.
- 4 – Amended as per Pinsents Letter 7 November and agreed.
- 5 – Original wording retained and agreed.
- 6 – Deleted following meeting yesterday.
- 7 [now 6] – Wording retained. LL to consider.
- 8 [now 7] – Wording retained. LL to consider.
- 9 [now 8] – Amended as per Pinsents letter 7 November and agreed.
- 10 and 11 [amalgamated and now 9] – Amended to reflect discussions yesterday.
- 12 [now 10] – Amended (with slightly adjusted wording) in accordance with Pinsents letter 7 November.
- 13 [split between construction and completed development and now 11 and 12] – Amended to reflect discussions yesterday.
- 14 [now 13] – Amended to reflect the discussion yesterday. The assurance is now focussed on equivalence of emergency service access points.
- 15 [now 14] – Amended to focus solely on lighting following discussion yesterday.
- 16 [now 15] – Amended to seek to reflect LL concerns discussed yesterday. Paragraph a. amended to reflect that the risk assessments will need to consider emergency evacuation routes and capacities.
- 17-24 [now 16-23] – With LL to consider.

Please note the amended List of Assurances is being circulated in the interests of speed and remains subject to any further comments the THFC team may have.

Finally, as discussed on the call, Ashursts explained that whilst Lendlease is content with the proposal that the access rights be granted in the form of an easement with appropriate lift and shift provisions, the Council did not consider it was able to agree to this proposal. In the absence of anyone on behalf of the Council we were unable to discuss this point.

Alice – please can you therefore confirm who is dealing with this point at, or on behalf of, the Council? I have copied in THFC's real estate solicitor, Bibi Fakhrai, who is available to speak to the relevant individual to discuss this point outside of the inquiry today.

We look forward to hearing from you at the earliest opportunity. I will be at the inquiry all week so am happy to discuss the Assurances with you both at any point.

Kind regards

David



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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 ~~1,442m²~~ 148m² 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;
 - a-b. 128902m² 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-c. A contingency queueing space of 240m².
2. During the construction phases an available clear width of at least ~~5.0m~~ 3.6m 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 and in the completed development the queueing area for the Northbound queue shall be at least ~~1,268m²~~ 420m² and in the completed development shall be at least 1,420m² which includes the area adjacent to the southbound queue land on Moselle Square 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.~~
- ~~7-6.~~ 7-6. 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

- ~~8-7.~~ 8-7. 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.
- ~~9-8.~~ 9-8. 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)~~ subject to closures (on non-event days) for construction related activity, such as scaffold erection, crane lifts, utility works etc).

PROVISION OF TOILETS

10.9. A minimum 60sqm for temporary event toilets and an additional minimum of 62sqm for a toilet servicing area shall be provided. The precise location of the two areas shall be agreed between the parties subject to the principle that the toilets shall be accessible to spectators before entering the formal barriered part of the queue and servicing can be accommodated during the middle of the event without the need to move barriers.

HOARDINGS

11.10. During each construction Stage there shall not be any sections of double-sided hoardings along any of the Routes exceeding 50m save in exceptional circumstances and where following consultation with THFC and the CTSA appropriate mitigation measures have been agreed and implemented

SAFETY AND SECURITY

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

LIGHTING

14. Appropriate lighting (with LUX levels to be agreed by the Council) shall be provided along the Routes during each Stage.

PROVISION FOR ENGAGEMENT

15. In order to comply with the consultation requirements of Condition 64, the detailed design for each Route and Stage must be prepared 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 . This process must include:
- Joint monthly design meetings to develop and present risk assessments for crowd safety and security (including emergency evacuation routes and capacities) and to assess project progress against the delivery programme;
 - 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
 - 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

16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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).
22. 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.
23. 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.