Select Committee Ask

AP2:25 – Ingestre Park Golf Club – appeared 8th May 2019

Tim Mould QC offered to progress assurances regarding the use of reasonable endeavours to reduce the period of delivery of the replacement golf holes for Ingestre Park Golf Club.

Please see the attached assurance letter dated 15th May 2019. Alongside this is the accompanying letter sent to the club.
Ingestre Park Golf Club
Kingston Hill Golf Club t/a Ingestre Park Golf Club
Ingestre
Stafford
Staffordshire
ST18 0RE

FAO Mr G Matthews

15 May 2019

Dear Geoff

HIGH SPEED RAIL (WEST MIDLANDS – CREWE) BILL – HOUSE OF COMMONS SELECT COMMITTEE:
Ingestre Park Golf Club

I spoke with Mel Jones after your recent Select Committee appearance and confirmed I would write
with an assurance regarding minimising the disruption for the sideways move, further detail on
compensation and also to enclose transcripts from Dr Andrews of Ingestre and Tixall Parish Council
and Jeremy Lefroy MP.

Minimising Disruption

At the Select Committee, HS2 Ltd confirmed that it was able to minimise the disruption to the golf
course and maintain a minimum of 9 holes during the period end March 2021 to September 2021 for
the 'sideways' move.

As the design of the railway matures and HS2 Ltd appoint contractors to undertake the surveys,
environmental mitigation, utility diversion and main railway construction works, I expect that there will
be opportunities to minimise this period further and to maintain a higher amount of holes. If the Select
Committee agrees to retain the AP2 'sideways' move and the Club embrace the opportunity that the
AP2 reinstatement scheme presents and works with HS2 Ltd, I consider that these benefits can be
captured and the successful continuation of the golf club can be assured.

As a further measure of HS2 Ltd's commitment to the Club and confidence in the 'sideways' move, I
have worked with the team to prepare an Assurance that commits us (as Nominated Undertaker) to
work to minimise the disruption to the Club. This is attached in a letter from the Director of Hybrid Bill
Delivery.

The Assurance will be included in the Register of Undertakings and Assurances, which is held by the
Department for Transport. Drafts of the Register will be published regularly during the passage of the
Bill and it will be finalised after Royal Assent. The Nominated Undertaker will be contractually obliged
to comply with all relevant Undertakings and Assurances set out in the Register. Further information on
how the Secretary of State will ensure compliance with assurances made by HS2 Ltd is set out in HS2 Phase 2A Information Paper B5, Compliance with Undertakings and Assurances.

In our view, the AP2 reinstatement scheme presents the Golf Club with the same opportunity to move 'sideways' that was agreed with Whittington Heath Golf Club, which they have made a success of. The 'sideways' move treats Ingestre Park Golf Club fairly and consistently with Whittington Heath and retains the clubhouse as a community asset in Ingestre. To this end, and as we have with Whittington Heath, we are committed to working collaboratively with you, within our cost and schedule parameters, to help deliver the ongoing success of the Club as allowed for in the AP2 scheme.

I believe that the benefits of this approach are reinforced by the evidence that Dr Andrews from Ingestre and Tixall Parish Council provided to the Select Committee. She referenced the local opposition to the Club’s Tixall scheme and considered that a planning appeal was very likely. This reinforces HS2’s view that the Club’s programme for delivery of the Club’s Tixall scheme would not be operational until Q2 2023 at the earliest and significant planning opposition and delay may well occur at best pushing back the opening date still further or alternatively giving rise to a planning refusal.

Compensation

I want to reassure you that if the Club proceed with the AP2 reinstatement and there is some disruption through the transition period the Club can bring forward a claim for compensation under the compensation code.

The claim, as long as it is reasonable, could include:

1. Compensating the Club for offering reduced membership or green fees during the period of disruption;
2. Paying to retain staff so they are available when the reinstated course is open for play;
3. Temporary loss of operating profit during the transition period; and
4. Incentives to bolster membership when the reinstated course is open.

This is all in the backdrop of trying to maintain the Club as a viable proposition and maintain employment to minimise disruption and a longer term loss of profit claim.

Transcripts

The Chairman of the Select Committee wanted you to receive the transcripts from the petitioners that followed you on the day as they each touched on the Golf Club. This is on the basis that you had left and were not there to hear their petitions presented. I attach the uncorrected transcripts for your information.

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1 A copy can be found at https://www.gov.uk/government/publications/understanding-the-hybrid-bill-hs2-phase-2a-information-papers
You will clearly wish to reflect on the Committee's report when it is available and consider the outcome with members. If the Committee conclude in favour of the AP2 reinstatement, I hope that the Club will be able to get behind those proposals and that we can work together to deliver a future for the club in Ingestre. I await to hear from you with your availability if you would like to meet and move forwards together.

Yours sincerely,

Michael Eckett
Head of Acquisitions, Land and Property
High Speed Two (HS2) Limited

Encs.
Dear Mr Matthews

HIGH SPEED RAIL (WEST MIDLANDS – CREWE) BILL – ADDITIONAL PROVISION 2 - HOUSE OF COMMONS SELECT COMMITTEE: PETITION HS2-AP2-00025 – INGESTRE PARK GOLF CLUB

I am writing to you in my capacity as the Director of Hybrid Bill Delivery at HS2 Ltd, which is acting on behalf of the Promoter of the High Speed Rail (West Midlands-Crewe) Bill (‘the Bill’) currently before Parliament. I understand that the Club has a number of concerns about the impact of the proposals in Additional Provision 2 (AP2) to the Bill in the House of Commons and has submitted a petition on that basis.

I am writing to you, on behalf of the Secretary of State for Transport, to offer you the following assurance:

"In this assurance:

"Additional Provision(s)" means amendments to the Bill introduced following deposit of the Bill into Parliament;

"AP2" means the High Speed Rail (West Midlands-Crewe) Bill Additional Provision as deposited in the House of Commons on 8 February 2019;

"AP2 ES" means the supplementary environmental statement deposited in the House of Commons on 8 February 2019 with AP2;

"Authorised Works" means the works to be authorised under the Bill which are shown on the plans deposited with the High Speed Rail (West Midlands-Crewe) Bill and the Additional Provisions;

"Bill" means the High Speed Rail (West Midlands-Crewe) Bill as deposited in the House of Commons on 17 July 2017 incorporating the Additional Provisions and references to the ‘Bill’ includes any Act of Parliament enacting that Bill;
"British Pipeline Agency Diversion Works" means works for the purpose of diverting an existing British Pipeline Agency fuel pipeline annotated on the plans deposited with AP2 as Fuel Pipeline Work No. 44 on Replacement Sheets No 1-26 and 1-28;

"Nominated Undertaker" refers to the body or bodies appointed by the Secretary of State to exercise the powers conferred by the Bill to construct and maintain the Proposed Scheme. The nominated undertaking may be HS2 Ltd, or it may be another body or bodies appointed to oversee the construction and operation of the Proposed Scheme;

"Plan" means the plan attached to this assurance and labelled ‘AP2-00025 - Ingestre Park Golf Club - Indicative Location Plan of Facilities’;

"Proposed Scheme" means Phase 2a of HS2 as defined further in the Bill;

"Secretary of State" means the Secretary of State for Transport;

"Significant Construction Works" means the enabling, utility and main Authorised Works in the vicinity of the existing Ingestre Park Golf Club between Fradley and Yarlet, as set out in more detail in the AP2 ES, which includes, but is not limited to, the British Pipeline Agency Diversion Works; and

"Significant Construction Works Start Date" means the date on which the Significant Construction Works commence (which is reported as end of September 2021 in the AP2 ES indicative construction programme).

1. Subject to the conditions in paragraph 2, the Secretary of State will require the Nominated Undertaker, in exercising the powers under the Bill, to:
   a. maintain 18 golf holes at Ingestre Park Golf Club until 6 months before the Significant Construction Works Start Date and subsequently a minimum of 9 golf holes at the Ingestre Park Golf Club until the Significant Construction Works Start Date;
   b. use reasonable endeavours to minimise the period during which there are fewer than 18 golf holes open; and
   c. not, as far as is reasonably practicable, prevent vehicular and pedestrian access to and from the Clubhouse, Car Park and Greenkeepers Maintenance Area, as shown indicatively on the Plan, during the construction of the Authorised Works and operation of the Proposed Scheme.

2. The above assurances are subject to the following conditions:
   a. the timely delivery of all required environmental surveys and the outcome of those surveys being satisfactory;
   b. the successful promotion of AP2;
   c. the carrying out of such assurances would not have a detrimental impact on the safe, timely and economic delivery of the Proposed Scheme;
d. Ingestre Park Golf Club agrees to progress the reconfiguration scheme at Ingestre Park Golf Club authorised under AP2 on a timely and cost effective basis and to work closely and cooperatively with the Nominated Undertaker; and

e. Ingestre Park Golf Club takes forward the relevant compensation and land agreements with the Nominated Undertaker, consents, design and construction of the new reconfigured golf course site expeditiously.

3. The Nominated Undertaker will continue to engage with Ingestre Park Golf Club and keep Ingestre Park Golf Club informed of any changes to the programme for construction of the HS2 works, in particular any change to the Significant Construction Works Start Date.

Assurance background

As a change to the assumption reported in the AP2 ES, this assurance assumes there will be opportunities to carry out localised intrusive surveys whilst maintaining an 18-hole golf course until 6 months before the Significant Construction Works Start Date.

It is envisaged that the period of 6 months before the Significant Construction Works Start Date would allow for the necessary survey and early environmental works within the railway corridor. Some of these works are seasonal and considerably intrusive, which would consequentially partially sever the golf course. It is therefore currently envisaged that a minimum of 9 holes would be maintained during this period."

If accepted, this assurance will be included in the Register of Undertakings and Assurances, which is held by the Department for Transport. Drafts of the Register will be published regularly during the passage of the Bill and it will be finalised after Royal Assent. A nominated undertaker will be contractually obliged to comply with all relevant undertakings and assurances set out in the Register. The assurance process is set out in Annex A.

If you have any further queries please don't hesitate to contact Michael Eckett, Head of Acquisitions, Land and Property on 020 7944 8331 or Michael.Eckett@hs2.org.uk.

Yours sincerely

Oliver Bayne
Director, Hybrid Bill Delivery
High Speed Two (HS2) Limited
Annex A

ASSURANCES: STEPS AND TIMING

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<thead>
<tr>
<th>What?</th>
<th>When?</th>
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<tbody>
<tr>
<td>Promoter issues assurance to petitioner</td>
<td>During the passage of the Bill (now until late 2019)</td>
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<tr>
<td>If accepted, the assurance is included in the draft Register of Undertakings &amp; Assurances held by the Department for Transport</td>
<td>During the passage of the Bill (now until late 2019)</td>
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<tr>
<td>Drafts of the Register published and petitioners invited to check that the assurances that they have received are recorded accurately&lt;sup&gt;1&lt;/sup&gt;</td>
<td>During the passage of the Bill (now until late 2019)</td>
</tr>
<tr>
<td>Final version of the Register produced and published</td>
<td>On or shortly after Royal Assent (late 2019)</td>
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<tr>
<td>Nominated undertaker – the body or bodies appointed to deliver Phase 2A – contractually obliged to comply with all assurances included in the final version of the Register</td>
<td>On or shortly after Royal Assent (late 2019)</td>
</tr>
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<td>Nominated undertaker complies with assurances on the final version of the Register. Further information on how the Secretary of State will ensure compliance with assurances made by HS2 Ltd is set out in HS2 Phase 2A Information Paper B5, Compliance with Undertakings and Assurances&lt;sup&gt;2&lt;/sup&gt;</td>
<td>During detailed design, construction and operation (2020-onwards)</td>
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<sup>1</sup> The latest draft of the Register can be found at https://www.gov.uk/government/publications/hs2-phase-2a-register-of-undertakings-and-assurances

<sup>2</sup> A copy can be found at https://www.gov.uk/government/publications/understanding-the-hybrid-bill-hs2-phase-2a-information-papers