

Hybrid Bill Petition

House of Lords

Session 2017-19

High Speed Rail (West Midlands to Crewe) Bill June 2019

Do not include any images or graphics in your petition. There will be an opportunity to present these later if you give evidence to the committee.

Your petition does not need to be signed.

Expand the size of the text boxes as you need.

1. Petitioner information

In the box below, give the name and address of each individual, business or organisation(s) submitting the petition.

Ingestre Park Golf Club, Ingestre, Stafford ST18 0RE

Ingestre Park Golf Club is the trading name of Kingston Hill Golf Club Ltd. which is a company limited by shares and operates the golf club. In 2012 Ingestre Park Golf Club Limited was incorporated which is limited by guarantee and is the parent company of Kingston Hill Golf Club Ltd and owns all of the shares. Upon payment of fees, each member is granted membership of Ingestre Park Golf Club Limited. In any event, the golf club is commonly known as Ingestre Park Golf Club.

In the box below, give a description of the petitioners. For example, “we are the owners/tenants of the addresses above”; “my company has offices at the address above”; “our organisation represents the interests of...”; “we are the parish council of...”

The petitioners are Ingestre Park Golf Club (“the Club”). The Club is located in the village of Ingestre, Staffordshire. It is a private members golf club and has approximately 700 members.

2. Objections to the Bill

In the box below, write your objections to the Bill and why your property or other interests are [specially and directly affected](#). Please number each paragraph.

Only objections outlined in this petition can be presented when giving evidence to the committee. You will not be entitled to be heard on new matters.

If the Bill is passed it will authorise the compulsory acquisition of approximately 24.5ha of the Club's land as the route of the proposed scheme will pass through the golf course resulting in the loss of 11 -14 holes and the view from the Clubhouse lounge & balcony being spoiled by the presence of the line. Additional Provision 2 (AP2) includes HS2's proposal for reconfiguration of the golf course and the use of additional land to replace that part of the existing golf course lost to construction of the railway. AP2 initially indicated that the Club had to be closed for 15 months, this was reduced to six months (at the Commons Select Committee Hearing) and now there is an implication that we will have to operate as a 9 hole course for at least 6 months.

The Club as a community asset has been recognised throughout the House of Commons Select Committee's considerations and is under threat, as are the jobs of our 32 employees.

THE CLUB'S ENTITLEMENT TO RULE 5 UNDER THE COMPENSATION CODE

We have always considered that we are entitled to compensation under Rule 5, Equivalent Reinstatement, of the Compensation Code which has been afforded to Whittington Heath Golf Club who are affected in Phase 1.

THE CLUB'S PREFERRED OPTION

An alternative site for a new golf course, clubhouse and associated facilities has been identified within the Parish of Ingestre and Tixall thereby keeping the Club as an asset for the community. We believe the costs for this option are similar to those for HS2's proposal and, more importantly, secure the Club's long-term future. We ask that we are given the chance to fully explore this option and produce comparable costings against HS2's proposal. If shown to be viable, we would require HS2's co-operation to ensure work at Ingestre did not commence until the new course was ready and we have vacated.

DIRECTION FROM PREVIOUS SELECT COMMITTEE HEARINGS

In July 2018 the Commons Select Committee's directive was:-

"Come to a solution that allows the golf club to continue as a community asset. We thought that both HS2's figures and the golf club's figures were too high",

An extract from the decision of the Select Committee following our second appearance in May 2019 :

"We expect Ingestre Golf Club to work with HS2 to ensure that the proposals set out in AP2 are delivered for the local community and that the golf club maintain current levels of employment for all their staff".

Disappointingly, and in contradiction of the Select Committee, HS2 has given the Club no assurances about its future. We were advised on 19th June 2019 that if the reconfigured golf course could not be built within a budget of £4.89 (m) then extinguishment of the Club will happen as they are not prepared to budget for a cost anything other than marginally above this figure for the implementation of the AP2 proposals. We believe that the AP2 proposal does not give us Equivalent Reinstatement and we have had serious concerns that it is not deliverable at HS2's budgeted figure. A further routing and costing exercise on the reconfigured golf course has been undertaken by our appointed advisor with the consent of HS2 based on the information held to date and reveals a cost in excess of 4.89m.

TIMETABLE

HS2 state that occupation of our land will be required in third quarter of 2021 but continue to fail to provide us with any information that will enable us, or our appointed advisor, to progress the AP2 proposals by being able to accurately detail the costs of the project and provide us with a detailed timeline.

If we are not given sufficient time to build the additional holes and have them playable by the time occupation of our land is required then we will be left in an untenable situation.

Furthermore, the timetable could be severely impacted as a fuel pipeline runs through the existing golf course

DELAYS INSTIGATED BY HS2

In August 2018 it was jointly agreed by HS2 and the Club to commission International Design Group (who are the Club's appointed advisor) to undertake an analysis of the Club's and HS2's options. It took almost six-months for the fee structure to be agreed by HS2 and when produced they chose to ignore the findings as the resulting costings were more than they wanted to meet.

Instead HS2 chose to rely on a rough plan put together by their own golf expert and cost analysis which came to £4.89m and was created without the consultation or the agreement of our advisor. HS2 continue to place reliance on this budget yet their golf advisor states that the plan is now obsolete and a new one needs to be produced.

How can financial reliance be placed on a plan / scheme that no longer exists? Following May's appearance before the Select Committee, a technical meeting was held with HS2 representatives on 3rd July 2019 to (a) identify all AP2 proposal constraints including any new issues and (b) to establish details of the emerging golf course proposals and agree a full review of the cost implications. To date little information requested by the Club or its advisor has been received. We believe that this is a deliberate ploy by HS2 to make the delivery of the project more difficult and that their true intention is to seek extinguishment of the Club thereby providing them with the cheapest option.

The actions/inactions of HS2 are clearly against the recommendations and instructions of the Select Committee.

VIABILITY

If we are to survive we must be able to offer 18 holes continuous golf not only for our members, but for visitors and societies and to be able to continue to host county events. We are currently being asked to accept (without any details provided yet as to where, when and how) a 9 hole golf course for at least 6 months. A 9-hole course will limit the number of golfers able to play at any one time with the maximum number being circa 44 – only 7% of our playing membership.

If members are restricted in this way, they may leave the Club and not return. It also impedes the likelihood of new applicants. It is difficult to maintain a golf club in today's economic climate. We have spent 40 years' developing and improving our course and clubhouse and we have built a reputation as one of the finest golf clubs in the county – the reconfigured option does not provide equivalence. A number of members tell us that they do not wish to play a golf course that is impacted significantly by a high speed railway line and major disruption during AP2 works and associated alterations to the existing course

A shortfall in membership numbers and visitor income will undoubtedly trigger the demise of the Club.

OTHER MATTERS

The Club is grateful for the support and assistance we have and continue to receive from our local MP Jeremy Lefroy who supports our request for Equivalent Reinstatement and continuity of 18-holes of golf.

3. What do you want to be done in response?

In the box below, tell us what you think should be done in response to your objections. You do not have to complete this box if you do not want to.

The committee cannot reject the Bill outright or propose amendments which conflict with the principle of the Bill. But it can require changes to the Government's plans in response to petitioners' concerns, which can take the form of amendments to the Bill or commitments by HS2 Ltd.

You can include this information in your response to section '2. Objections to the Bill' if you

prefer. Please number each paragraph.

- 1) Remove the threat of extinguishment of the Club.
- 2) The Club believe they should be granted compensation on the basis of Equivalent Reinstatement preferably by way of complete relocation to ensure the Club's future. The lack of information required for HS2's AP2 proposal is hindering progress and therefore it is only fair that we are given the opportunity to explore fully our preferred new site.
- 3) 18-holes of continuous golf to ensure the Club's business and community sustainability.
- 4) The golf course that is provided should be of a similar standard and quality to that which is currently enjoyed to ensure that the Club and its members are not disadvantaged as a result of the impact of HS2.

If you have already petitioned against the High Speed Rail (West Midlands to Crewe) Bill, please give your petition number.

025

Next steps

Once you have completed your petition template please save it and [continue on our website](#).

If clicking 'continue on our website' doesn't work, copy this link and paste it into your browser: <https://beta.parliament.uk/petition-a-hybrid-bill/4?step=writing-your-petition-online#complete-petition>

October 2019

**HIGH SPEED RAIL (WEST MIDLANDS -
CREWE) BILL**

**HOUSE OF LORDS
SELECT COMMITTEE**

**Petition No. HS2-HOL-029:
Ingestre Park Golf Club**

Promoter's Response Document

INTRODUCTION

This Promoter's Response Document (PRD) forms the Promoter's response to Petition No. HS2-HOL-029, from Ingestre Park Golf Club.

In this PRD, 'the Promoter' means the Secretary of State and HS2 Ltd acting on his behalf.

The purpose of the PRD is to advise you and the Select Committee of the Promoter's position in relation to the petitioning points raised. It is intended that the PRD will alleviate many of the concerns raised in the petition.

The Table of Contents overleaf lists the page number, petitioning points in the order they appear in the petition, and a summary statement of the issue(s) contained in the petition for quick reference. Other supporting material (e.g. reports, drawings and photographs) referred to in the response are attached where applicable.

Copies of the HS2 Phase 2A Information Papers referred to in the response can be found at
<http://www.gov.uk/government/collections/high-speed-rail-west-midlands-to-crewe-bill>.

Department for Transport
High Speed Two (HS2) Limited

BACKGROUND

The Petitioner is Ingestre Park Golf Club (comprising Ingestre Park Golf Club Limited and Kingston Hill Golf Club), a private members' golf club with approximately 650-700 members, which owns and operates the golf course. The course was established in 1977 and the Club opened in 1978. It has 18 holes and is currently a 70/72 par course (men/women). The Club has a purpose-built club house and there are on-site practice facilities, a shop and a car park.

The Proposed Scheme passes through Ingestre Park Golf Club along a section of the Trent North embankment and would continue in the Brancote South cutting. The main Environmental Statement (ES) reported that the facility would be unable to function in its current arrangement as a result of the Proposed Scheme.

In the House of Commons Select Committee Second Special Report of Session 2017 – 2019, the House of Commons Select Committee directed the Promoter to "come to a solution that allows the golf club to continue as a community asset".

Since the deposit of the Bill and the publication of the House of Commons Select Committee Second Special Report of Session 2017 – 2019, additional land has been

identified within Additional Provision 2 (AP2) to the Bill in the House of Commons for the reconfiguration of the Club, to replace the land lost and severed by the Proposed Scheme, which would allow the golf club to continue as a community asset in Ingestre, from its current clubhouse location.

In June 2018, the Petitioner was sent a Promoter's Response Document (PRD) for their Petition against the Bill in the House of Commons (Petition No. HS2-P2A-000148), a copy of which is attached at Annex A. The Petitioner appeared before the House of Commons Select Committee on 2 July 2018.

In April 2019 the Petitioner was sent a PRD for their Petition against Additional Provision 2 to the Bill in the House of Commons (Petition No. HS2-AP2-025), a copy of which is attached at Annex B. The Petitioner appeared before the House of Commons Select Committee on 8 May 2019.

The Petitioner has been sent assurance letters as follows:

- 28 June 2018 – Early Neutral Engagement, ENE process outcome, reconfigured course land and reconfigured course development, steering group, assistance in relation to planning permission (a copy of which is attached at Annex C); and
- 15 May 2019 – golf course matters (a copy of which is attached at Annex D).

PETITION NO. HS2-HOL-029

INGESTRE PARK GOLF CLUB

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ATTACHMENTS

Title	
Annex A	Promoter's Response Document for Petition No. HS2-PSA-000148) against the Bill in the House of Commons - June 2018
Annex B	Promoter's Response Document for Petition HS2-AP2-025 against Additional Provision 2 to the Bill in the House of Commons - April 2019
Annex C	Assurance letter of 28 June 2018
Annex D	Assurance letter of 15 May 2019
Annex E	Promoter's exhibit slides P1475(8) and P1475(9)

HOUSE OF LORDS SELECT COMMITTEE

HIGH SPEED RAIL (WEST MIDLANDS - CREWE) BILL

PROMOTER'S RESPONSE TO PETITION OF: Ingestre Park Golf Club

PETITION NO: HS2-HOL-029

PARAGRAPH NO: 3 - 4, 26 – 27, Request 2

ISSUE RAISED: Compensation

PETITION PARAGRAPH: 3. THE CLUB'S ENTITLEMENT TO RULE 5 UNDER THE COMPENSATION CODE

4. We have always considered that we are entitled to compensation under Rule 5, Equivalent Reinstatement, of the Compensation Code which has been afforded to Whittington Heath Golf Club who are affected in Phase 1.

26. OTHER MATTERS

27. The Club is grateful for the support and assistance we have and continue to receive from our local MP Jeremy Lefroy who supports our request for Equivalent Reinstatement and continuity of 18-holes of golf.

Request 2) The Club believe they should be granted compensation on the basis of Equivalent Reinstatement preferably by way of complete relocation to ensure the Club's future. The lack of information required for HS2's AP2 proposal is hindering progress and therefore it is only fair that we are given the opportunity to explore fully our preferred new site.

PROMOTER'S RESPONSE:

1. The Promoter's response on this issue is set out on pages 12 – 13 of the Promoter's Response Document issued for Petition No. HS2-P2A-000148 against the Bill in the House of Commons, a copy of which is attached at Annex A, and on page 6 of the Promoter's Response Document issued for Petition No. HS2-AP2-022 against Additional Provision 2 to the Bill in the House of Commons, a copy of which is attached at Annex B.

2. The Promoter does not agree with the Club's contention that the assessment of land compensation for compulsory purchase of land owned by the Club and falling within Bill limits should be made under rule 5 of the Land Compensation Rules. The Promoter considers that the land compensation payable following compulsory purchase of that land should be assessed under rules 2 and 6 of the Land Compensation Rules, since the particular circumstances that warrant assessment under rule 5 are not present in the case of the land to be acquired from the Club. In any event, the question of the appropriate basis for assessment of land compensation payable for compulsory purchase of land within Bill limits from the Club is a matter for determination by the Upper Tribunal (Lands Chamber) in the event that the parties are unable to reach agreement.

3. As stated in response to paragraph 2 of the petition, the Petitioner received assurances in a letter of 28 June 2018, a copy of which is attached at Annex C. In addition, the Promoter also offered the Club an opportunity to resolve the basis of compensation through the mechanism of Early Neutral Evaluation (ENE):

"1. Early Neutral Engagement

1.1. As soon as reasonably practicable following the date of this letter the Promoter will, working with the Petitioner, commence the process of ENE in accordance with the ADR Policy in order to resolve the Matter In Dispute.

1.2. Working with the Petitioner and other parties involved the Promoter will seek a final determination to the ENE process in respect of the Matter In Dispute by 27 September 2018.

1.3. If the ENE process is not finally determined by 27 September 2018 then the Promoter accepts that the terms of paragraph 3.2 below shall apply.

2. ENE Process Outcome

Conditional Advanced Equivalent Reinstatement Costs

2.1. If the ENE Panel finally determines that the Petitioner is entitled to be compensated in respect of the impact of the Proposed Scheme on the Property on the basis of Equivalent Reinstatement the Promoter will use reasonable endeavours to reach an agreement with the Petitioner, where a business case is approved and where it relates to reasonable costs required to be spent in order to acquire the Equivalent Property in consequence of permanent acquisition by the Promoter, such agreement to provide that compensation will be paid in advance of entry after Royal Assent, subject to the Promoter being satisfied there is no subsisting mortgage over the land in question and that suitable security for any advanced payment can be adequately secured.

Trigger for Reconfigured Course Development

2.2. If the ENE Panel finally determines that the Petitioner is not entitled to be compensated in respect of the impact of the Proposed Scheme on the Property on the basis of Equivalent Reinstatement then the terms of paragraph 3.2 below will then apply.

3. Reconfigured Course Land and Reconfigured Course Development

3.1. The Promoter will seek to incorporate the Reconfigured Course Land within Additional Provision 2 for the purpose of authorising the compulsory acquisition of the Reconfigured Course Land.

3.2. If:

3.2.1. Additional Provision 2 is incorporated within the Act;

3.2.2. the ENE Panel finally determines that the Petitioner is not entitled to be compensated in respect of the impact of the Proposed Scheme on the Property on the basis of Equivalent Reinstatement;

3.2.3. the Conditions have been satisfied, then the Promoter acknowledges that the Petitioner may develop the Reconfigured Course Land in accordance with the Planning Permission and the decisions of the Steering Group in respect of which the Promoter will compensate the Petitioner in accordance with the Compensation Code."

4. The Club has chosen not to engage with the Promoter on ENE.

Phase 1 comparisons case

5. The works being carried out to reconfigure Whittington Heath Golf Club as a result of the acquisition of land for Phase 1 of HS2 are more extensive than those proposed at Ingestre as the impact of the Phase 1 scheme is greater, involving the loss of the existing clubhouse and course facilities as well as a significant part of the course. However, the reconfiguration at Whittington Heath retains as much of the original course as possible, while also incorporating a large element of HS2 environmental mitigation land which was originally proposed to be located elsewhere. Whittington Heath Golf Club is a demonstration that with collaborative working, a sideways reconfiguration is achievable and that it is not necessary to go to the additional expense of a wholesale relocation.

6. The proposals for the reconfiguration at Ingestre include necessary reconfiguration of the holes on the retained part of the course. The Promoter does not consider it necessary to rebuild the greens on those holes thereby reducing unnecessary cost and disruption, unless those holes become unplayable (which is not expected). The Promoter accepts that modifications to and reconfiguration of the irrigation system

would be required and the costs would be included in the comparison between the two options under consideration.

7. At Whittington Heath Golf Club, the HS2 scheme required acquisition and demolition of the clubhouse, new car park, new green keepers' workshop, new practice area and putting green, creation of 5 new holes on adjoining land, reconfiguration of 13 holes on the retained land, and incorporation into the revised scheme HS2 environmental mitigation.

8. At Ingestre Park Golf Club, the existing clubhouse, practice area, putting green and green keepers' area are not directly affected by the construction works or operation of the Proposed Scheme. However, the Promoter's scheme would lead to the loss of 12 holes which would be replaced on adjoining land as a result of the proposals brought forward in Additional Provision 2 to the Bill in the House of Commons.

HOUSE OF LORDS SELECT COMMITTEE

HIGH SPEED RAIL (WEST MIDLANDS - CREWE) BILL

PROMOTER'S RESPONSE TO PETITION OF: Ingestre Park Golf Club

PETITION NO: HS2-HOL-029

PARAGRAPH NO: 5 - 6

ISSUE RAISED: The Club's request for complete relocation

PETITION PARAGRAPH: 5. THE CLUB'S PREFERRED OPTION

6. An alternative site for a new golf course, clubhouse and associated facilities has been identified within the Parish of Ingestre and Tixall thereby keeping the Club as an asset for the community. We believe the costs for this option are similar to those for HS2's proposal and, more importantly, secure the Club's long-term future. We ask that we are given the chance to fully explore this option and produce comparable costings against HS2's proposal. If shown to be viable, we would require HS2's co-operation to ensure work at Ingestre did not commence until the new course was ready and we have vacated.

PROMOTER'S RESPONSE:

Tixall

1. In giving its support for the Promoter to take forward the proposals in Additional Provision 2 to the Bill (AP2) in the House of Commons - the preferred sideways move - the House of Commons Select Committee was not persuaded to support a wholesale relocation of the Club.

2. Advisors to the Club confirmed to the Promoter on 3 August 2019 that they are not taking any steps to develop the Tixall site. It was agreed during the steering group meetings that the Promoter and the Club would not continue to explore the Tixall move. To do otherwise would go against the House of Commons Select Committee's Third Special Report of Session 2017 –2019 (see paragraph 84 on page 24) which states that it expects the Club to work with the Promoter to ensure that the proposals set out in AP2 are delivered for the community and that the Club maintain current levels of employment for all their staff.

3. Based on the Club's appraisal of the Tixall site which was presented to the House of Commons Select Committee during their hearing on 8 May 2019, the cost for the Tixall site was £10.877m and the revised estimates for the sideways move by the Club was £6.08m. It is clear that the sideways move is cheaper and the statement that the costs are similar does not bear any scrutiny. Considerable time and effort has been spent in trying to get a common set of numbers for the sideways move. The Promoter's current estimate of the sideways move is £5.67m and this will be reviewed upon receipt of survey results undertaken on the adjoining land. The Promoter has asked the Club to provide evidence of revised costs for Tixall, so that there is the same level of information as for the sideways move, but nothing has been provided by the Petitioner to date.

HOUSE OF LORDS SELECT COMMITTEE

HIGH SPEED RAIL (WEST MIDLANDS - CREWE) BILL

PROMOTER'S RESPONSE TO PETITION OF: Ingestre Park Golf Club

PETITION NO: HS2-HOL-029

PARAGRAPH NO: 2, 7 - 12

ISSUE RAISED: Select Committee recommendation

PETITION PARAGRAPH: 2. The Club as a community asset has been recognized throughout the House of Commons Select Committee's considerations and is under threat, as are the jobs of our 32 employees.

7. DIRECTION FROM PREVIOUS SELECT COMMITTEE HEARINGS

8. In July 2018 the Commons Select Committee's directive was:-

9. "Come to a solution that allows the golf club to continue as a community asset. We thought that both HS2's figures and the golf club's figures were too high",

10. An extract from the decision of the Select Committee following our second appearance in May 2019 :

11. "We expect Ingestre Golf Club to work with HS2 to ensure that the proposals set out in AP2 are delivered for the local community and that the golf club maintain current levels of employment for all their staff".

12. Disappointingly, and in contradiction of the Select Committee, HS2 has given the Club no assurances about its future. We were advised on 19th June 2019 that if the reconfigured golf course could not be built within a budget of £4.89 (m) the extinguishment of the Club will happen as they are not prepared to budget for a cost anything other than marginally above this figure for the implementation of the AP2 proposals. We believe that the AP2 proposal does not give us Equivalent Reinstatement and we have had serious concerns that it is not deliverable at HS2's budgeted figure. A further routing and costing exercise on the reconfigured golf course has been undertaken by our appointed advisor with the

consent of HS2 based on the information held to date and reveals a cost in excess of 4.89m.

PROMOTER'S RESPONSE:

Community asset

1. The Promoter is continuing to engage with the Petitioner with a view to identifying a practical and cost effective solution that allows the golf club to continue as a community asset in Ingestre on part of its existing land and neighbouring land.

2. In advance of their first appearance before the House of Commons Select Committee, the Promoter offered a number of assurances in its letter of 28 June 2018, a copy of which is attached at Annex C. The assurances state that:

“3.1. The Promoter will seek to incorporate the Reconfigured Course Land within Additional Provision 2 for the purpose of authorising the compulsory acquisition of the Reconfigured Course Land.

3.2. If:

3.2.1. Additional Provision 2 is incorporated within the Act;

3.2.2. the ENE Panel finally determines that the Petitioner is not entitled to be compensated in respect of the impact of the Proposed Scheme on the Property on the basis of Equivalent Reinstatement;

3.2.3. the Conditions have been satisfied, then the Promoter acknowledges that the Petitioner may develop the Reconfigured Course Land in accordance with the Planning Permission and the decisions of the Steering Group in respect of which the Promoter will compensate the Petitioner in accordance with the Compensation Code.”

3. In the House of Commons Select Committee Third Special Report of Session 2017 – 2019 (see paragraph 84 on page 24), it states that:

“...We expect Ingestre Golf Club to work with HS2 to ensure that the proposals set out in AP2 are delivered for the local community and that the Golf Club maintain current levels of employment for all their staff.”

4. In the House of Commons Select Committee Third Special Report of Session 2017 – 2019 (see paragraph 82 on page 24), it states that:

“We understand that there will be a reduced number of holes for golfers to play for a 6 month period and we are also aware that the Golf Club is a source of

local employment. Employees of the golf club, those working both full and part-time, must not be disadvantaged by the proposals contained in AP2. We therefore emphasise that the golf club is entitled to apply for compensation as part of the existing compensation packages, which would enable the golf club to continue to employ or pay compensation to all staff who are employed at present.”

5. In the Promoter’s response to the Third Special Report of Session 2017 – 2019 (see the third sentence in paragraph 25 on page 7), it states that:

“The Promoter confirms that the Golf Club will be able to apply under the compensation code for losses arising from the implementation of the proposals set out in the Bill as amended by AP2 and those losses can include staff costs.”

Select Committee recommendation

6. In the House of Commons Select Committee Second Special Report of Session 2017 – 2019 (see paragraph 52 on page 12), it states that:

“We direct HS2 to come to a solution that allows the Golf Club to continue as a community asset. We thought that both HS2s figures and the Golf Club’s figures were too high.”

7. In the Promoter’s response to the House of Commons Second Special Report of Session 2017 – 2019 (see paragraph 81 on page 15), it states that:

“The Promoter is continuing to engage with the Petitioner with a view to identifying a practical and cost effective solution that allows the Golf Club to continue as a community asset...”

8. Following the publication of the House of Commons Second Special Report of Session 2017 – 2019, the Promoter established a steering group with the Club. This steering group’s purpose was to review both the Promoter’s proposal for a “sideways move” to provide sufficient replacement land to enable the Club to continue at Ingestre, and the Club’s proposal for establishment of an entirely new replacement course elsewhere to which the Club could relocate. The acquisition of replacement land for the sideways move was included in Additional Provision 2 (AP2) to the Bill in the House of Commons to enable the parties to maintain the Club as an asset for the community of Ingestre.

9. Through the steering group process the Promoter and the Club agreed to examine the costs involved in both proposed solutions in order to better inform the Select Committee, by commissioning golf course designers to carry out the cost review. The Promoter is conscious of the significant costs attached to both options in relation to the underlying value of the existing golf course as a going concern and the need to

balance the cost to the public purse against desire to maintain the Club as a community asset.

10. In petitioning against AP2 to the Bill in the House of Commons, the Petitioner sought the complete relocation of the golf course, the clubhouse and the car park to an alternative site in Tixall.

11. Based on the Promoter's initial cost estimates, the Club's proposal to move wholesale is significantly more expensive than the Promoter's sideways proposal and does not constitute value for money. Furthermore, the Club's proposal does not allow the continuation of the Golf Club in Ingestre as a community asset, whereas the Promoter's proposal does.

12. Depending upon the opening of the Tixall site, delivery of the alternative site in Tixall would involve partial closure of the Club. The alternative site at Tixall could not be achieved any quicker than the proposed sideways move and would cost substantially more to create an entirely new golf course and club facilities.

13. Dr Anne Andrews, on behalf of Ingestre with Tixall Parish Council, appeared before the House of Commons Select Committee on 8 May 2019. Dr Andrews stated (see page 26 of the transcript of the morning session):

"212 So if we can now back to the golf club proposals, as I say, I don't think there'd be a problem with planning application for HS2's proposal. In contrast, there is very strong opposition from our residents in Tixall to the proposals for the golf club moving...."

"213 As I say there's strong opposition from the people living in Holdiford Road, quite naturally, overlooking the golf course. The proposed golf course is also immediately adjacent to the Cannock Chase area of outstanding natural beauty, the boundary of which runs down that road. And similarly, the conservation area at Tixall is also adjacent to the course. And the other major concern is that the highway access if they either go on to Holdiford Road, which is the sort of north/south road, or if they go on to Tixall Road, which is at the top, the east/west road, the one had blind bends on it and the Holdiford Road is one of these roads with humps so that you can't actually see traffic coming. And we're very concerned that the increased traffic of golf club stuff going in and out would be a major problem and we sort of reckon that there could well be – a planning application could well go to appeal and may or may not success on that basis."

14. The Promoter continues to engage with the Petitioner in advance of their appearance before the House of Lords Select Committee.

HOUSE OF LORDS SELECT COMMITTEE

HIGH SPEED RAIL (WEST MIDLANDS - CREWE) BILL

PROMOTER'S RESPONSE TO PETITION OF: Ingestre Park Golf Club

PETITION NO: HS2-HOL-029

PARAGRAPH NO: 13 - 16

ISSUE RAISED: Indicative timetable

PETITION PARAGRAPH: 13. TIMETABLE

14. HS2 state that occupation of our land will be required in third quarter of 2021 but continue to fail to provide us with any information that will enable us, or our appointed advisor, to progress the AP2 proposals by being able to accurately detail the costs of the project and provide us with a detailed timeline.

15. If we are not given sufficient time to build the additional holes and have them playable by the time occupation of our land is required then we will be left in an untenable situation.

16. Furthermore, the timetable could be severely impacted as a fuel pipeline runs through the existing golf course.

PROMOTER'S RESPONSE:

1. The Promoter's response on this issue is set out on page 19 of the Promoter's Response Document issued for Petition No. HS2-AP2-025 against Additional Provision 2 (AP2) to the Bill in the House of Commons, a copy of which is attached at Annex B.

2. The same if not significantly longer timescales would apply to the Petitioner's preferred alternative site. A golf course at Tixall will require a planning application, which could meet with resistance from local residents (given the evidence provided by Dr Anne Andrews on behalf of Ingestre with Tixall Parish Council before the House of Commons Select Committee on 8 May 2019) whereas the Promoter's scheme will benefit from outline planning consent on Royal Assent to the Bill.

3. In respect of the sideways move, the Promoter would seek to vest the land as soon as possible upon Royal Assent and the construction works could begin in mid-2020, assuming all consents are in place. The Petitioner has not demonstrated any guarantee of being able to acquire the site in Tixall.

4. The Promoter is advised that construction of the reconfigured course is likely to take up to 12 months, hence the allowance in paragraph 5.10.9 of the Supplementary Environmental Statement 2 (SES2) and Additional Provision 2 Environmental Statement (AP2 ES) Volume 2, Community Area (CA) 2 report of one year and three months. Following construction, a further period of up to 12 months would be required for the new section to 'grow in', consistent with the SES2 and AP2 ES assessment that the reconfigured course could be brought into use during 2023 if construction started in 2021.

5. Following the deposit of AP2 to the Bill in the House of Commons and through further engagement with the Petitioner, the Promoter has reviewed the scheme to determine whether construction works could be adapted to allow the reconfigured golf course to be brought into use earlier in the programme. This was presented in the Promoter's evidence to the House of Commons Select Committee in May 2019, as Promoter's exhibits P1475(8) and P1475(9), copies of which are attached at Annex E, and would allow the reconfigured golf course to open in October 2021.

6. The Promoter would seek the cooperation of the Petitioner and this would require both parties working together in partnership under agreed arrangements. The Promoter would seek to engage with the Petitioner on the timetable of construction activities.

7. The Promoter has offered an assurance in its letter of 15 May 2019 which states:

" 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 SES2 and 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.”

HOUSE OF LORDS SELECT COMMITTEE

HIGH SPEED RAIL (WEST MIDLANDS - CREWE) BILL

PROMOTER'S RESPONSE TO PETITION OF: Ingestre Park Golf Club

PETITION NO: HS2-HOL-029

PARAGRAPH NO: 17 – 21, Request 1

ISSUE RAISED: Delays

PETITION PARAGRAPH: 17. DELAYS INSTIGATED BY HS2

18. In August 2018 it was jointly agreed by HS2 and the Club to commission International Design Group (who are the Club's appointed advisor) to undertake an analysis of the Club's and HS2's options. It took almost six-months for the fee structure to be agreed by HS2 and when produced they chose to ignore the findings as the resulting costings were more than they wanted to meet. Instead HS2 chose to rely on a rough plan put together by their own golf expert and cost analysis which came to £4.89m and was created without the consultation or the agreement of our advisor. HS2 continue to place reliance on this budget yet their golf advisor states that the plan is now obsolete and a new one needs to be produced.

19. How can financial reliance be placed on a plan / scheme that no longer exists? Following May's appearance before the Select Committee, a technical meeting was held with HS2 representatives on 3rd July 2019 to (a) identify all AP2 proposal constraints including any new issues and (b) to establish details of the emerging golf course proposals and agree a full review of the cost implications.

20. To date little information requested by the Club or its advisor has been received. We believe that this is a deliberate ploy by HS2 to make the delivery of the project more difficult and that their true intention is to seek extinguishment of the Club thereby providing them with the cheapest option.

21. The actions/inactions of HS2 are clearly against the recommendations and instructions of the Select Committee.

Request 1) Remove the threat of extinguishment of the Club.

PROMOTER'S RESPONSE:

1. The Promoter has not delayed in taking matters forward. The Promoter's response on this issue is set out on pages 28 - 29 of the Promoter's Response Document issued for Petition No. HS2-AP2-025 against Additional Provision 2 (AP2) to the Bill in the House of Commons, a copy of which is attached at Annex B.

Extinguishment

2. The Promoter estimated the costs for the House of Commons Select Committee based on the information it had available at the time. In the same way that the Promoter and the Club have revised their estimates for the sideways move, based on fuller and better information, the Promoter would like to do the same for the extinguishment cost. It is important that the House of Lords Select Committee has an accurate comparison of the two costs when arriving at their judgement on whether it is appropriate to remove extinguishment as a measure of the Club's compensation. The Club has been asked to provide the Promoter with a fully particularised and evidenced estimate of the Club's extinguishment compensation including copies of the last four years trading accounts and a list of staff members and their length of service for use in estimating redundancy costs. The Club has not provided any detail or any evidenced claim but has offered a meeting to explore this, which is in the process of being arranged.

HOUSE OF LORDS SELECT COMMITTEE

HIGH SPEED RAIL (WEST MIDLANDS - CREWE) BILL

PROMOTER'S RESPONSE TO PETITION OF: Ingestre Park Golf Club

PETITION NO: HS2-HOL-029

PARAGRAPH NO: 1, 22 - 25, Request 3 - 4

ISSUE RAISED: Viability of the Club

**PETITION
PARAGRAPH:** 22. VIABILITY

1. If the Bill is passed it will authorise the compulsory acquisition of approximately 24.5ha of the Club's land as the route of the proposed scheme will pass through the golf course resulting in the loss of 11 -14 holes and the view from the Clubhouse lounge & balcony being spoiled by the presence of the line. Additional Provision 2 (AP2) includes HS2's proposal for reconfiguration of the golf course and the use of additional land to replace that part of the existing golf course lost to construction of the railway. AP2 initially indicated that the Club had to be closed for 15 months, this was reduced to six months (at the Commons Select Committee Hearing) and now there is an implication that we will have to operate as a 9 hole course for at least 6 months.

23. If we are to survive we must be able to offer 18 holes continuous golf not only for our members, but for visitors and societies and to be able to continue to host county events. We are currently being asked to accept (without any details provided yet as to where, when and how) a 9 hole golf course for at least 6 months. A 9-hole course will limit the number of golfers able to play at any one time with the maximum number being circa 44 – only 7% of our playing membership.

24. If members are restricted in this way, they may leave the Club and not return. It also impedes the likelihood of new applicants. It is difficult to maintain a golf club in today's economic climate. We have spent 40 years' developing and improving our course and clubhouse and we have built a reputation as one of the finest golf clubs in the county – the reconfigured option does not provide equivalence. A number of members tell us that they do not wish to play a golf course

that is impacted significantly by a high speed railway line and major disruption during AP2 works and associated alterations to the existing course

25. A shortfall in membership numbers and visitor income will undoubtedly trigger the demise of the Club.

Request 3) 18-holes of continuous golf to ensure the Club's business and community sustainability.

Request 4) The golf course that is provided should be of a similar standard and quality to that which is currently enjoyed to ensure that the Club and its members are not disadvantaged as a result of the impact of HS2.

PROMOTER'S RESPONSE:

1. The Promoter's response on this issue is set out in paragraphs 1 – 2 on pages 20 - 21 of the Promoter's Response Document issued for the petition against Additional Provision 2 (AP2) to the Bill in the House of Commons (Petition No. HS2-AP2-081), a copy of which is attached at Annex B.

2. The Promoter accepts that in this case, a golf course with fewer than nine holes (on a temporary basis) would not be viable and that compensation for temporary disturbance or interruption to golf would be payable in accordance with the Compensation Code. The Promoter would continue to work with the Club to assess the options and to seek to achieve continuation of a golf course at Ingestre in the most cost-effective manner.

3. The Promoter considers there is a high risk of delivering the Petitioner's alternative proposal in terms of time, cost and risk. The Club's alternative proposal would carry greater risk in acquiring land, obtaining planning and all other consents and to construct an 18-hole golf course, club house, car park and related infrastructure within a timescale ahead of the Promoter's construction programme.

June 2018

**HIGH SPEED RAIL (WEST MIDLANDS -
CREWE) BILL**

**HOUSE OF COMMONS
SELECT COMMITTEE**

**Petition No. HS2-P2A-000148:
Ingestre Park Golf Club**

Promoter's Response Document

INTRODUCTION

This Promoter's Response Document (PRD) forms the Promoter's response to Petition No. HS2-P2A-000148 from Ingestre Park Golf Club.

In this PRD, 'the Promoter' means the Secretary of State and HS2 Ltd acting on his behalf.

The purpose of the PRD is to advise you and the Select Committee of the Promoter's position in relation to the petitioning points raised. It is intended that the PRD will alleviate many of the concerns raised in the petition.

The Table of Contents overleaf lists the page number, petitioning points in the order they appear in the petition, and a summary statement of the issue(s) contained in the petition for quick reference. Other supporting material (e.g. reports, drawings and photographs) referred to in the response are attached where applicable.

Copies of the HS2 Phase 2A Information Papers referred to in the response can be found at
<http://www.gov.uk/government/collections/high-speed-rail-west-midlands-to-crewe-Bill>.

Department for Transport
High Speed Two (HS2) Limited

BACKGROUND

The Petitioner is Ingestre Park Golf Club (comprising Ingestre Park Golf Club Limited and Kingston Hill Golf Club), a private members' golf club with approximately 650 ~~700~~ members, which owns and operates the golf course. The Club hosts regular open events which are open to members and non-members, and county and regional competitions.

The course was established in 1977 and the Club opened in 1978. It has 18 holes and is currently a 70/72 par course (men/women). The Club is set within a Capability Brown designed landscape and there is a purpose-built club house which is also used as a social and recreational venue and can cater for up to 200 people. There are on-site practice facilities, a shop and a large car park.

The Proposed Scheme would require a total of approximately 24.5ha (approximately 47%) of Ingestre Park Golf Club to either be lost or severed from the club house during construction. This would result in the loss of seven holes of the course. The loss of land would mean that the club would be unable to function in its current arrangement.

PETITION NO. HS2-P2A-000148

INGESTRE PARK GOLF CLUB

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HOUSE OF COMMONS SELECT COMMITTEE

HIGH SPEED RAIL (WEST MIDLANDS - CREWE) BILL

PROMOTER'S RESPONSE TO PETITION OF: Ingestre Park Golf Club

PETITION NO: HS2-P2A-000148

PARAGRAPH NO: 1 - 14

ISSUE RAISED: Description of property and extent of land take

PETITION PARAGRAPH: Ingestre Park Golf Club, Ingestre, Stafford, ST18 0RE.

Ingestre Park Golf Club is the trading name of Kingston Hill Golf Club and Kingston Hill Golf Club is a company limited by shares which operates the golf club. In 2012, a new company – Ingestre Park Golf Club Limited – was incorporated. This is a company limited by guarantee and is the parent company of Kingston Hill Golf Club and owns all of the shares. Upon payment of fees, each member is granted membership of Ingestre Park Golf Club Limited. In any event, the golf club is commonly known as Ingestre Park Golf Club.

The petitioners are Ingestre Park Golf Club ("the Club"). The Club is located in the village of Ingestre, Staffordshire. It is a private members' club with approximately 700 members.

Background

1. If the Bill is passed, it will authorise the compulsory acquisition in the Club's land. The land is numbered plots 20, 24, 30, 32, 33 and 38 in the parish of Ingestre in the borough of Stafford. Under the Bill, it is proposed that the Club's land will be used for the Trent North embankment, Brancote South cutting and associated landscaping.

2. The golf course is rated as one of the best in the county and is a popular venue for county competitions, in 2016 hosting the prestigious Staffordshire Amateur Championship and England Golf Championship Qualifier. It has 18 holes and is currently a 70/72-par course (men/women). The course is tree-lined and located in the heart of the Staffordshire countryside in a peaceful, scenic and beautifully manicured landscape. Although a private members' club, it is open to visitors and

societies throughout the year. The course is built on undulating clay soils in the shadow of a Capability Brown landscape, near Ingestre Hall and a Christopher Wren designed church. In addition to the course, there is a club house that includes a bar, restaurant, snooker room and changing facilities. There is a pro-shop in a separate building. The club house facilities are used for a variety of social and recreational events and can cater for up to 200 people.

3. The course's landscape rivals some of the country's finest golf courses. The tranquility of the golf club is its most striking feature with no traffic noise due to its secluded position away from major roads and infrastructure. The Club also has superb practice facilities which include a practice area, first-class chipping and bunker practice areas and one large putting green.

4. In 2013 the Club gained the GolfMark accreditation which demonstrates that it provides the right environment which ensures the welfare of members and encourages everyone to enjoy sport and stay involved throughout their lives. An accredited club is recognised as a safe, rewarding and fulfilling place for participants of all ages as well as helping parents and carers know that they're choosing the right club for their young people.

5. The Club employs 15 persons and the on-site franchise caterer also employs 15 staff. Moreover, there is a self-employed professional golfer and assistant professional golfer. So, the Club is effectively responsible for the jobs of 32 individuals. In addition, the Club uses the services of around 60 local contractors and suppliers. The positive effects on jobs and employment which can be attributable to the Club are therefore obvious.

6. If the Bill is passed in its current form, the Club's rights, interests and property will be injuriously and prejudicially affected. The Club therefore objects to the Bill for the reasons set out in this petition.

The Bill's proposals and effects

7. The effects of the Bill's proposals on the Club are described in the Environmental Statement ("ES") at paragraphs 6.4.28 in Volume 2 Community Area report, CA2: Colwich to Yarlet which states –

"Trent North embankment, Brancote South cutting and associated landscaping will require a total of approximately 24.5ha (approximately 47%) of Ingestre Park Golf Club to be either lost or severed from the club house during construction. This will result in the loss of seven holes of the course. There are alternative golf clubs in easy travelling distance, although there are no alternatives that will have similar qualities and characteristics in terms of the landscape and heritage value. The club house facilities are used for a variety of social and recreational events, including the local bridge club, and can cater for up to 200 people. This loss of land will mean that the club will be unable to function in its current arrangement. If the club closes, this will result in a major adverse effect, which is significant".

8. While it is true that there are other golf clubs in the area, the Club is more affordable than the others and the Club considers it might be prohibitively expensive for many of its members to join the other clubs. It should also be noted that Club has a strong social side which caters to the wider local community. For example, it provides golf for the disabled, a strong junior system which allows youngsters to play golf, and has a history of encouraging blind golf on its course. The club itself is widely used by the local community and hosts a wide variety of events, including weddings, wakes and other social functions.

9. The ES goes on to describe certain of impacts which might arise in the event that the club house closes –
"In the event that construction of the Proposed Scheme leads to the loss of Ingestre Park Golf Club clubhouse as a facility available for use for local community meetings, clubs and societies, the loss of that facility may lead to a reduction in social capital. In that event, and in the event that no suitable alternative facility is made available, the consequence may be an adverse effect on wellbeing in the local community.
(Paragraph 9.4.35).

10. These underestimate the Bill's effects on the Club. The construction of the proposed railway would result in the following –
a) the bisecting of the golf course;
b) the complete removal of the 5th, 7th, 10th, 11th, 12th, 14th and 18th holes, certain greens and fairways;
c) the loss of 39 acres of land which is required for mitigation planting;

d) the inability of the club house to function as such; and
e) the loss of access to the greenkeeper's compound.

11. Put simply, the Bill's proposals will render the golf course unplayable and this would have a disastrous impact on the Club. The Club objects to this.

12. The cumulative effect will be significant damage to a valuable community facility for around 700 members and the thousands of others who play the course as guests or visitors.

13. In addition, the 32 people whose livelihoods depends on the Club would find it difficult to obtain alternative employment in the event of closure, and there is a separate golf shop business located next to the club house which would also be lost. The owner of the shop fully supports the Club in its proposals as set out in this petition.

14. Any remedy to these problems will need to achieve two goals, and failure to achieve either would result in closure of the Club. The goals are –

- first, to maintain at all times, both during and after construction, 18 holes of golf in play of sufficient standard to permit players to maintain active competition handicaps; and
- secondly, to maintain a fully functioning club house at all times in order to maintain revenue streams from bar, catering and visitors.

PROMOTER'S RESPONSE:

1. The Promoter has engaged with Ingestre Park Golf Club, most recently on 26 March 2018, in order to understand and assess the impact of the Proposed Scheme on the Club and the golf course. While an assessment of the Club's financial position has been beyond the scope of the engagement to date, the Promoter notes the Club's summary of the impacts outlined in petition paragraphs 1 to 13 above.

2. As set out in the Environmental Statement (ES)¹, Volume 2, Community Area 2, Colwich to Yarlet Report, the Trent North embankment, Brancote South cutting and associated landscaping would require a total of approximately 24.5ha (approximately 47%) of Ingestre Park Golf Club, which would either be lost or severed from the club house during construction. This would result in the loss of seven holes of the course.

¹ <https://www.gov.uk/government/collections/hs2-phase-2a-environmental-statement>

The loss of land would mean that the club would be unable to function in its current arrangement.

HOUSE OF COMMONS SELECT COMMITTEE

HIGH SPEED RAIL (WEST MIDLANDS - CREWE) BILL

PROMOTER'S RESPONSE TO PETITION OF: Ingestre Park Golf Club

PETITION NO: HS2-P2A-000148

PARAGRAPH NO: 15 – 19, 25 - 30

ISSUE RAISED: The Club's request for complete relocation

PETITION PARAGRAPH: The Club's proposed remedy

15. The Club have considered a number of options as to how to achieve these goals and have shared their options with the Promoter. For instance, these included the extinguishment of the Club, the Club continuing as a 9-hole course after the Promoter acquires its land, the Club acquiring nearby land and continuing as a "cut and carve" course, and the Promoter acquiring all of the Club's land in return for a new replacement 18-hole course and club house. Specialists were instructed to advise on each option and the options were then discussed at a meeting which was attended by over 150 members, as well as our local Member of Parliament, Jeremy Lefroy. Aside from one option, namely complete relocation of the Club, each option is completely unviable. The Club have actively sought alternative sites for the new golf course and have identified a preferred site. The Promoter is fully aware of these developments and has been kept informed of them at every stage of the process. A brief summary of the Club's discussions with the Promoter is set out at the end of this petition.

16. Complete relocation would see the Promoter acquiring the entire golf course in return for, amongst other things, a new replacement 18-hole golf course and club house, offices, pro-shop, changing rooms, green keeper's shed, catering facilities, driving range, practice area, putting green and parking for the same number of vehicles as can currently be accommodated. Clearly, the required services (including water, electricity, LPG gas or pipeline gas, sewerage and telephone lines) would also have to be provided.

17. The Club hopes that an agreement for complete relocation can be reached with the Promoter; however, if that is not

possible, the Club request that the Select Committee require the Promoter to relocate the Club and to provide those items mentioned in paragraph 16.

18. The Club would stress that implementation of this option would require early agreement in order to meet the required construction timetable for the new golf course to ensure that the 2 goals identified in paragraph 14 are met before construction of the works under the Bill begins in earnest.

19. In any event, the Club, the caterer, and the owner of the golf shop business should be properly compensated for any losses incurred because of the works being carried out. The National Compensation Code, as applied by the Bill, does not provide an adequate remedy in terms of the amount or in terms of the timing of any payments. The Club fears that it may well cease to exist. In that eventuality the Promoter should, in accordance with the equivalent reinstatement rule, pay full compensation to the Club and the golf shop business based on the full cost of replacing the facilities being lost. In any event, the payment of advance compensation and the early release of the balance, and the advancement of negotiations at a very early stage for the acquisition of the land required for the new course is vital to facilitate the construction of the replacement facilities prior to land take.

Jeremy Lefroy MP

25. The Club is grateful for the assistance it has received from its local MP, Jeremy Lefroy who fully supports the Club's relocation request and who will be referring to that request in his own petition against the Bill.

The Club's discussions with the Promoter

26. In or around May 2017, Club directors met with HS2 Ltd. to discuss the Club's requirements. At that meeting, the Club explained it had identified its preferred site for the new golf course and that, until it gets any agreement from HS2 Ltd. or the Secretary of State to fund the purchase of that land, the Club does not have the resources to take its proposal forward.

27. Time is of the essence here. For instance, a newly constructed golf course requires an estimated 5 year lead-in time to complete: two years to identify and secure the site and obtain planning permission and 3 years for construction. In

addition, it is essential that the new golf course is constructed and ready to operate before play ceases at the Club's present site. The Club cannot afford to be in a position where there is any delay between the end of play at the current site and start of play at the next one. It should be remembered that the Club is open every day of the year, including Christmas. That is the standard of access our members expect and our members, understandably, would not countenance remaining at a club where they were unable to play golf.

28. We therefore request that the Promoter undertakes that it will not take steps to acquire the Club's land until the new course is constructed and ready for play.

29. In addition, in the event that the Club loses members as a result of any delay caused by HS2 Ltd., the Club will seek compensation for those losses.

30. Unfortunately, since that meeting 9 months or so ago, and despite regular chasing by the Club, HS2 Ltd. have not progressed this matter. It is essential that meaningful discussions begin now and the Club requests that the Promoter arranges a meeting with Club directors at which a timetable for the next steps to be taken can be agreed.

PROMOTER'S RESPONSE:

Compensation generally

1. The general purpose of the statutory framework is to provide fair compensation to a landowner whose land has been compulsorily purchased for public works. Payment of compensation for land compulsorily acquired would be in accordance with the general statutory framework incorporated within the Bill (and the general Compensation Code as interpreted by the Courts and the Upper Tribunal (Lands Chamber)).

2. As HS2 Phase 2A Information Paper C8: Compensation Code for Compulsory Purchase sets out, 'the Compensation Code is not a single document, but a collective term used for the principles set out in Acts of Parliament, principally the Land Compensation Act 1961, the Compensation Act 1965, the Land Compensation Act 1973, the Planning & Compulsory Purchase Act 1991 and the Planning & Compulsory Purchase Act 2004. This is supplemented by case law, relating to compensation for compulsory acquisition'. Again, the principal purpose of the Compensation Code is to provide for the payment of fair compensation to an owner whose land is compulsorily purchased for public works.

3. The Promoter would be required to act in a way consistent with this framework, under the law.

4. The Compensation Code is explained further in HS2 Phase 2A Information Paper C8: Compensation Code for Compulsory Purchase. Other sources recommended for reference include the Ministry of Housing, Communities and Local Government's Guides to Compulsory Purchase, a copy of which can be found at www.gov.uk/government/collections/compulsory-purchase-system-guidance.

5. Depending on the particular circumstances in each case, compensation can be claimed under the following categories:

- the open market value of land taken, assuming 'no scheme';
- severance and injurious affection - this means the depreciation in the value of land retained where part only of the claimant's land holding is acquired;
- disturbance – (this represents costs and losses as a result of being disturbed from the occupation of a property);
- loss payments – (these are an additional set payment depending on the nature of the interest being acquired) and
- fees – the reasonable surveyor's fees incurred in preparing and negotiating a compensation settlement together with solicitor's fees for any conveyancing are normally paid by the acquiring authority. Further details on fees are contained in HS2 Phase 2A Information Paper C9: Recovery of Costs by Property Owners.

Relocation and compensation

6. In petition paragraphs 15 to 19, the Club sets out its request that the Promoter should agree to compensate the Club by providing funding for the complete relocation of the golf course and associated facilities.

7. The Club's approach is based on the application of the principle of equivalent reinstatement in accordance with Rule (5) of section 5 of the Land Compensation Act 1961. The Promoter's understanding is that Rule (5) would be applied in circumstances where there is no general demand or market for the purpose to which the property to be acquired is put. The Promoter considers that compensation should be assessed in accordance with the Compensation Code through Rule (2) open market value plus disturbance.

8. The Promoter notes that there is a possibility that the Club would close following the acquisition of land for the railway, and that a claim for compensation for business extinguishment could arise. In those circumstances it is also possible that the Club could request the Promoter or nominated undertaker to acquire the whole of the Club's property under the principle of 'material detriment'.

9. The Promoter recognises that the particular difficulty in this instance is that the development costs associated with building a new golf course and club house with associated facilities are expected to be substantially in excess of the market value of the asset created or an existing golf course.

10. The Promoter would continue to engage with the Club, to explore measures which could mitigate the effects of the Proposed Scheme, including ways to reduce land take

and the possible identification of available land to enable reconfiguration of the golf course, provided a business case can be made.

HOUSE OF COMMONS SELECT COMMITTEE

HIGH SPEED RAIL (WEST MIDLANDS - CREWE) BILL

PROMOTER'S RESPONSE TO PETITION OF: Ingestre Park Golf Club

PETITION NO: HS2-P2A-000148

PARAGRAPH NO: 20 - 22

ISSUE RAISED: Pipeline works

PETITION PARAGRAPH: Other considerations – pipeline works

20. The Club understands that, in order to construct the proposed works on the Club's current land, it will be necessary to divert an existing gas and fuel pipeline which run through the centre of the existing golf course. The Club –

- consider any works relating to the diversions must be carried out early in the construction programme and certainly in advance of any other works
- consider that works required for diversion would require a host of works including digging substantial trenches, stripping sub soils, moving soils, laying new pipes, connections etc. and could entail significant holes being dug across and beyond the Club's land, probably a minimum 15 metre strip through the course
- understand the duration for these and related works could be for as long as 18 months. (The Club are aware the recent Stafford Water main works from Tixall Road to Milford took more than a year); and
- consider that disruption to the course is inevitable during these works and whether it be for 6 or 18 months, the works effectively would take out all the holes (and possibly more) that the railway will take out."

21. In the first instance, the Club request that the Promoter confirm the position in respect of the diversion works to the gas and fuel pipeline. While the Club's request in how to best proceed in the light of the diversion works cannot be crystallised until it has received this information from the Promoter, it seems obvious to the Club that an agreement for the complete relocation of the golf club must be settled shortly

and that steps must be taken expeditiously to bring that relocation into effect.

22. The Club also seeks an undertaking that these works will not commence until the new golf course is operational and will not take place while the current course is operational.

PROMOTER'S RESPONSE:

Construction plans and community engagement

1. The Promoter's policy on community relations is set out in HS2 Phase 2A Information Paper G2: Community Relations. General information regarding construction activities and their planned duration would be made available through the ongoing community engagement programme. A 24-hour helpline and small claims procedure would also be put in place. In addition, an independent Construction Commissioner would be appointed to investigate construction related complaints against the nominated undertaker.
2. The construction and commissioning of the Proposed Scheme is expected to take place between 2020 and 2027. The duration, intensity and scale of works along the route would vary over this period. In some areas an earlier start is required for enabling works, such as utility diversions, to commence ahead of the main construction works.
3. With regard to matters requiring approval under Schedule 17 to the Bill, the nominated undertaker is required to deposit with the relevant planning authority a document setting out its proposed programme with respect to the making of requests for approval, which include construction arrangements. This is explained further in HS2 Phase 2A Information Paper B2: The Main Provisions of the Planning Regime. In addition, the draft Planning Memorandum states that the nominated undertaker would, whenever reasonably practicable, engage in pre-application discussions with planning authorities about prospective requests. In order to assist authorities who chose to sign the Planning Memorandum, the nominated undertaker would, every six months, provide a forward plan of requests for approval anticipated in the next six months.
4. The Promoter would continue to engage with the Petitioners regarding matters related to their case.

HOUSE OF COMMONS SELECT COMMITTEE

HIGH SPEED RAIL (WEST MIDLANDS - CREWE) BILL

PROMOTER'S RESPONSE TO PETITION OF: Ingestre Park Golf Club

PETITION NO: HS2-P2A-000148

PARAGRAPH NO: 23 - 24

ISSUE RAISED: Roadworks

PETITION PARAGRAPH: Other considerations – roadworks

23. The Club understands that Bill scheme roadworks could have an impact on access to the course. The Club requires 24/7 access in order to maintain viability. For instance, green-keeping staff start work at 6am when they get the course ready for the play and the Club regularly hosts evening functions in the club house till midnight.

24. The Club therefore seeks an undertaking from the Promoter that its current access arrangements will not be altered by the Bill proposals.

PROMOTER'S RESPONSE:

Access

1. The Bill requires the nominated undertaker to provide reasonable access for pedestrians going to or from premises abutting a highway affected by the nominated undertaker's works.
2. Vehicular access to property and land would be maintained as far as reasonably practicable. However, there may be works which cannot be undertaken without hindering or preventing access to either off-street parking and/or the premises servicing areas. The Promoter would require the nominated undertaker to ensure that liaison takes place with the occupiers of premises whose access is liable to be particularly affected by the Proposed Scheme. Reasonable notice would be given of planned alterations to access.
3. This is explained further in HS2 Phase 2A Information Paper D10: Maintaining Access to Residential and Commercial Property During Construction and HS2 Phase 2A Information Paper D3: Code of Construction Practice.

April 2019

**HIGH SPEED RAIL (WEST MIDLANDS -
CREWE) BILL**

**HOUSE OF COMMONS
SELECT COMMITTEE**

**Petition No. HS2-AP2-025:
Ingestre Park Golf Club**

Promoter's Response Document

INTRODUCTION

This Promoter's Response Document (PRD) forms the Promoter's response to Petition No. HS2-AP2-025, from Ingestre Park Golf Club.

In this PRD, 'the Promoter' means the Secretary of State and HS2 Ltd acting on his behalf.

The purpose of the PRD is to advise you and the Select Committee of the Promoter's position in relation to the petitioning points raised. It is intended that the PRD will alleviate many of the concerns raised in the petition.

The Table of Contents overleaf lists the page number, petitioning points in the order they appear in the petition, and a summary statement of the issue(s) contained in the petition for quick reference. Other supporting material (e.g. reports, drawings and photographs) referred to in the response are attached where applicable.

Copies of the HS2 Phase 2a Information Papers referred to in the response can be found at
<http://www.gov.uk/government/collections/high-speed-rail-west-midlands-to-crewe-bill>.

Department for Transport
High Speed Two (HS2) Limited

BACKGROUND

The Petitioner is Ingestre Park Golf Club (comprising Ingestre Park Golf Club Limited and Kingston Hill Golf Club), a private members' golf club with approximately 650 - 700 members, which owns and operates the golf course.

The course was established in 1977 and the Club opened in 1978. It has 18 holes and is currently a 70/72 par course (men/women). The Club has a purpose-built club house and there are on-site practice facilities, a shop and a car park.

PETITION NO. HS2-AP2-025

INGESTRE PARK GOLF CLUB

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HOUSE OF COMMONS SELECT COMMITTEE

HIGH SPEED RAIL (WEST MIDLANDS - CREWE) BILL

PROMOTER'S RESPONSE TO PETITION OF: Ingestre Park Golf Club

PETITION NO: HS2-AP2-022

PARAGRAPH NO: 1, 37, Request 1, 2

ISSUE RAISED: Select Committee Direction

PETITION PARAGRAPH: 1. The context for this response to AP2 is the direction to the Club and HS2 by the Commons Select Committee in July 2018 to: "Come to a solution that allows the golf club to continue as a community asset. We thought that both HS2's figures and the golf club's figures were too high" (Second Select Committee Report – July 23rd 2018) Therefore the proposals published in AP2 must be evaluated within the terms of this direction. We consider that the proposals will not provide for the golf clubs continuation, rather they would result in its inevitable and swift closure and the waste of significant sums of public money

37. Jeremy Lefroy MP – the club is grateful for the support and assistance we have and continue to receive from its local MP Jeremy Lefroy who fully supports the club's request to be relocated and who will be referring to this in his own petition against AP2.

Request 1. The golf club have always considered that the only option which would secure a long term future was the complete relocation of our course onto a totally separate site which has been identified and where we have a willing seller.

Request 2. We believe that the costs for this option will be similar to the proposal being put forward by HS2 but their option is recommending the closure of the course for a period of at least 15 moths which would be unacceptable to our membership so we seek complete relocation and an assurance that work on Ingestre will not commence until the new course is ready for play.

PROMOTER'S RESPONSE:

Select Committee Direction

1. Following the Second Select Committee Report in July 2018 the Promoter established a steering group with the Club to review both the Promoter's proposal for a "sideways move" to provide sufficient replacement land to enable the Club to continue at Ingestre, and the Club's proposal for establishment of an entirely new replacement course elsewhere to which the Club could relocate. The acquisition of replacement land for the sideways move is included in Additional Provision 2 to the Bill (AP2) to enable the parties to maintain the Club as an asset for the community of Ingestre.
2. Through the steering group process the Promoter and the Club have agreed to examine the costs involved in both proposed solutions in order to better inform the Select Committee, by commissioning golf course designers to carry out the cost review, and that work is ongoing. The Promoter is conscious of the significant costs attached to both options in relation to the underlying value of the existing golf course, and the desire to maintain the Club as a community asset.
3. The Promoter is fully aware of the Club's preference to relocate the golf course, the clubhouse and the car park to an alternative site in Tixall, but has to balance that aspiration against the substantial cost of creating an entirely new golf course and club facilities.
4. Based on the Promoter's initial cost estimates, the Club's proposal to move wholesale is significantly more expensive than the Promoter's sideways proposal and does not constitute value for money. Furthermore, the Club's proposal does not allow the continuation of the Golf Club in Ingestre as a community asset, whereas the Promoters proposal does.

HOUSE OF COMMONS SELECT COMMITTEE

HIGH SPEED RAIL (WEST MIDLANDS - CREWE) BILL

PROMOTER'S RESPONSE TO PETITION OF: Ingestre Park Golf Club

PETITION NO: HS2-AP2-022

PARAGRAPH NO: 2

ISSUE RAISED: Compensation

PETITION PARAGRAPH: 2. We consider that we are entitled to full compensation under Rule 5 of the Compensation Code. This position was outlined in our first petition (number 148) and our view remains unaltered by subsequent events.

PROMOTER'S RESPONSE:

Compensation

1. The Promoter's position on the application of Rule (5) compensation was set out in the response to the Club's original petition against the Bill (Petition No. HS2-P2A-000148) at pages 12 and 13 of the Promoter's Response Document.

2. The Promoter has offered the Petitioner an opportunity to resolve the basis of compensation in line with the assurance offered by the Secretary of State, but the Petitioner has chosen not to engage with the Promoter on this.

HOUSE OF COMMONS SELECT COMMITTEE

HIGH SPEED RAIL (WEST MIDLANDS - CREWE) BILL

PROMOTER'S RESPONSE TO PETITION OF: Ingestre Park Golf Club

PETITION NO: HS2-AP2-022

PARAGRAPH NO: 3

ISSUE RAISED: Planning Procedures

PETITION PARAGRAPH: 3. Whilst AP2 promotes the redevelopment of our golf club on land close to our existing site and HS2 may deliver an outline planning permission, it would be necessary for the club to deal with the Local Authority to satisfy all reserved matters. There is no guarantee that the club could obtain such permissions within a timescale that could allow continuous operation of the club and no guarantee that, if some of the issues set out in this petition are correct, reserved matters may not be capable of being discharged. The timescale necessary to satisfy such reserved matters does not appear to feature in the suggested timescale and thus could contribute further to the period of enforced closure of the club as proposed in AP2. The risk to the future of the club is unacceptable despite the ability of the Secretary of State to make a decision if the Local Authority is seen to be frustrating the proposals.

PROMOTER'S RESPONSE:

Planning Procedures

1. On Royal Assent the enacted Phase 2A scheme including Additional Provision 2 to the Bill (AP2) would provide outline planning permission for the reconfiguration of the golf course and the use of the additional land identified in AP2 to replace that part of the existing course lost to construction of the railway. While the detailed design of the reconfigured course would be subject to local planning authority approval, the principle of the proposed "sideways move" would have been established by statute and the Promoter would not anticipate undue delay in obtaining such approval to the reserved matters. As the Petitioner acknowledges the Secretary of State can make a decision if necessary.

2. There is no such guarantees with the Petitioner's proposal as they will be required to establish both outline planning consent and reserved matters approval. The

Promoter considers that this will be more challenging, time consuming and costly when compared to the Bill process for the Promoter's proposal. The Petitioner is already experiencing delay from the local planning authority in considering its screening opinion and this is indicative of the delays and challenges the Petitioner could experience in seeking to obtain planning consent outside of the streamlined process set out in the Bill.

HOUSE OF COMMONS SELECT COMMITTEE

HIGH SPEED RAIL (WEST MIDLANDS - CREWE) BILL

PROMOTER'S RESPONSE TO PETITION OF: Ingestre Park Golf Club

PETITION NO: HS2-AP2-022

PARAGRAPH NO: 4-7

ISSUE RAISED: Utility Diversions

PETITION PARAGRAPH:

4. Section 5.10.3 of Supplementary Environmental Statement (SES2) refers to the diversion of the existing fuel pipeline, which runs through the golf course. Details of how the diversion will impact the club have been requested but have not been supplied or referred to in the AP or SES2 text. The diversions do not appear to have been considered in relation to the continuous operation of the club in that the diversions would have needed to have been completed before construction work could start on the course.

5. The conceptual layout of the golf course proposed by HS2 takes no account of the fuel line crossing the triangular portion of land immediately to the east of the clubhouse. Restrictions on construction over a pipeline would require further diversions in excess of those planned which do not appear to have been allowed for.

6. Section 5.12.1 of SES2 states that the gas pipeline will be diverted in 2021 and will take nine months to complete. Work could not commence on the golf shown in this area in the conceptual routing plan until the pipeline has been diverted. This in all likelihood extends the period of enforced closure for the club.

7. Section 5.12.9 of SES2 states that the Ingestre compound will be operational for nine months from 2022 to manage gas pipeline diversion. These statements conflict with other areas of the SES2 which claim pipeline diversion will take place in 2021.

PROMOTER'S RESPONSE:

Utility Diversions

1. The original Bill scheme provides the British Pipeline Agency (BPA) 10 inch diameter fuel pipeline diversion works and the National Grid 12 inch diameter high pressure gas pipeline diversion works. See section 2.1.33 of the Environmental Statement Volume 2: Community area 2, Colwich to Yarlet:

- a. diversion of a British Pipeline Agency 10 inch diameter fuel pipeline across the route of the Proposed Scheme, to the north of the Trent North embankment, east of Ingestre underbridge (see Volume 2: Map CT-06-213, F7 to CT-06-214,F5); and
- b. diversion of a National Grid 12 inch diameter high pressure gas pipeline across the route of the Proposed Scheme, to the south of the Brancote South cutting, west of Ingestre underbridge (see Volume 2: Map CT-06-213, C5 to CT-06-214, H7).

2. The Promoter is aware that a BPA fuel pipeline and the National Grid (Cadent) gas pipeline cross the existing course and the relevant utility companies have access rights for maintenance and repair.

3. Since submission of the Bill, further engagement with the utility providers has identified a requirement to reposition the locations where the diverted and existing pipelines connect and to provide a new utility compound for the management of the Cadent 300mm diameter gas pipeline diversion works.

4. Also further engagement with the utility provider has identified a requirement to provide new temporary working areas during construction and new temporary utility compound for the management of the BPA fuel pipeline diversion works. The temporary working areas are all located adjacent to the realigned BPA pipeline and within areas identified for the ecological mitigation planting in the original Bill scheme.

5. The “conceptual layout” is an early stage proposal subject to detailed design to take account of all relevant site characteristics. As the detailed design is developed, the Promoter would look to discuss this at the Steering Group meetings and would look at opportunities to reduce the programme duration and minimise the impact on the golf course.

HOUSE OF COMMONS SELECT COMMITTEE

HIGH SPEED RAIL (WEST MIDLANDS - CREWE) BILL

PROMOTER'S RESPONSE TO PETITION OF: Ingestre Park Golf Club

PETITION NO: HS2-AP2-022

PARAGRAPH NO: 8-10, 20-25

ISSUE RAISED: Indicative "Sideways" Golf Course Proposals Layout

PETITION PARAGRAPH: 8. Section 5.10.6 of SES2 refers to the indicative layout of the reconfigured course, which states that six holes of our existing course will be retained with twelve new holes being built. This is factually incorrect as the proposal is for four holes only to be retained with two holes being totally remodelled. Even the remodelling of these two holes would create a significant deterrent to membership renewals, as they would need to be closed whilst significant work was completed and thus threaten the viability of the club. The four holes which are to remain on the existing course, would also need to be closed whilst significant work was completed to bring them to an equivalent standard of those being provided on the new "sideways" course.

9. Section 5.10.6 of SES2 provides an indicative layout of the course where ten holes are located the other side of a public highway. We believe that speed limitations would be required to ensure reasonable public safety and for our staff who would be required to cross this unlimited road. This is not deliverable by HS2 and thus leaves the club and its staff at risk.

10. Easements or wayleaves would be required to provide a crossing for services shared between land on both sides of the road. We understand that these are not deliverable by HS2, leaving the golf club hostage.

20. Section 5.10.87 of SES2 refers to the "restriction of lighting to the club house and the practice areas to prevent the displacement of bats". The club house and practice areas have been in existence for over 40 years, the practice area has no lighting. Even with a reconfigured clubhouse there would be no change to the status quo and thus we contend that there would be no need for any restrictions.

21. Section 5.10.126 of SES2 states that “the reconfigured golf course will retain mature trees and hedgerows where reasonably practicable”. There are no mature trees on the adjacent site.

22. Section 5.11.2 of SES2 states that HS2 require a right of access up the track which currently leads to our green keeper’s compound. They propose building a new compound for HS2 maintenance vehicles and in our opinion this track and our car park are totally unsuitable for heavy earthmoving traffic and would mean that any golfers who wanted to play the four holes which would remain during the proposed construction would have to share the narrow access with heavy lorries.

23. The conceptual layout of the reconfigured golf course does not meet the safety guidelines for new golf course planning published on behalf of the Professional Golfers Association (P.G.A.) or the unpublished European Institute for Golf Course Architects (E.I.G.C.A.) guidelines.

24. With the proposed conceptual layout our existing golf professionals shop is in a poor location. They are usually located near to the first tee on a golf course thereby enabling them to monitor people accessing the course, so if this option was progressed it would be necessary to relocate the professionals shop. The indicative course layout also fails to provide any security for the area of new holes “detached and distant from the clubhouse and professionals shop.

25. The suggested course in no way gives any form of “equivalence” to the mature parkland landscape that we currently enjoy. This was the basis of the agreement reached by HS2 with Whittington Heath Golf Club (being the only other golf course to which we can compare). Without major earthmoving (which SES2 states cannot be undertaken) and significant expensive mature tree planting, the proposed golf course could easily be classed as “golf in a field”. It would obviously be impossible to create an instant parkland environment.

PROMOTER'S RESPONSE:

Sideways golf club proposal layout

1. The conceptual design for the course reconfiguration retains six holes on the existing course on the northern side of the railway, of which two would require new teeing grounds to accommodate the routeing. There is the possibility that the routeing could be adjusted to leave a fifth hole unchanged (the current 8th hole). The work is primarily tree removal and the provision of new tees, and is subject to further design development. While the new holes on the "AP2 land" would be constructed to current standards, the Promoter does not consider it would be necessary to re-construct the existing holes, thereby avoiding additional and unnecessary disturbance and cost.
2. The indicative layout of the reconfigured course includes ten replacement holes on land on the northern side of Ingestre Park Road, a minor no-through road (Byeway open to all traffic - BOAT 1) serving the hamlet of Ingestre including the Club. A road crossing would be required, and the design of that crossing including any necessary signage and road markings would need to be agreed with the local highway authority. The Promoter is aware that many golf courses involve road crossings, and considers that crossing this lightly used local road is entirely feasible.
3. The Promoter would look to install any necessary services underneath the road pursuant to statutory provisions.
4. The environmental assumptions around this amendment (AP2-002-010) include that the design of the reconfigured golf course would seek to retain as many mature trees and hedgerows as possible on the retained part of the existing course, through measures contained within the draft Code of Construction Practice (CoCP).
5. Ecological baseline assessment for the Environmental Impact Assessment (EIA) of the Proposed Scheme has taken account of both desk based and field surveys. Existing biological data has been obtained from relevant Local Biological Records Centres and from national and local specialist data sources, such as wildlife trusts and ornithological groups. Local biodiversity action plans and ancient woodland inventories have also been consulted.
6. A precautionary approach to valuation has been used for instances where baseline information is incomplete, to ensure that all likely impacts of the Proposed Scheme have been identified. The degree of precaution built into the assessment for each receptor reflects the level of confidence in the existing data available.
7. Ingestre Park Golf Club access road would be required for maintenance access to Ingestre underbridge (AP2-002-011) and temporarily for access to Ingestre Park Road utility compound (AP2-002-012) as described at paragraphs 5.12.9 of AP2 SES2. At paragraph 5.11.2 of AP2 SES2 it is reported that "it has been identified that there is a

need to provide a permanent HS2 maintenance access to Ingestre underbridge. An HS2 right of access over an existing track, currently shared by agricultural vehicles and visitors to Ingestre Park Golf Club, will be required permanently to accommodate HS2 maintenance vehicles accessing Ingestre underbridge from Ingestre Park Road". As can be seen from tAP2 SES, the Petitioner's statements that this is required for "heavy earth moving equipment" is incorrect as it is required for maintenance vehicles. The nominated undertaker would look to discuss the detailed design of this at the Steering Group and put in place similar measures as to how the Petitioner manages delivers to the Club today.

8. The Promoter is advised that the Club's statement at paragraph 23 is incorrect, as the PGA does not publish such guidelines while the EIGCA issues 'recommendations'. The 'conceptual layout' of the reconfigured course is just that and is not yet at the detailed design stage at which all matters relating to routeing and safety would be taken into account. AP2 includes sufficient land to make adjustments to the routeing should those be necessary.

9. The current golf professional's shop is approximately 70 yards from the existing 1st tee, while in the conceptual layout the distance is 120 yards. The course numbering could be amended so that the starting point remains the current 1st hole. The Promoter does not accept that the professional's shop has to be moved.

10. The Promoter acknowledges that it is not possible to create an "instant parkland environment" on the 'new' part of the reconfigured course, but considers that would also apply to an entirely new course elsewhere. As explained in section 5.10.7 in SES2 and AP2 ES Volume 2 – Community Area 2, there are a number of environmental assumptions that have been applied regarding the layout and environmental and conservation constraints of the amendment, and would need to be reflected in future detailed design. These include that the extended part of the course would be designed with a 'woodland/parkland' feel which would complement the historic landscape context of the existing course. The agreement with Whittington Heath Golf Club (affected by HS2 Phase 1) has similarities with the "sideways move" proposed for Ingestre in that it retains part of the existing course and involves construction of a reconfigured section on adjacent land.

HOUSE OF COMMONS SELECT COMMITTEE

HIGH SPEED RAIL (WEST MIDLANDS - CREWE) BILL

PROMOTER'S RESPONSE TO PETITION OF: Ingestre Park Golf Club

PETITION NO: HS2-AP2-022

PARAGRAPH NO: 11-14

ISSUE RAISED: Irrigation and Drainage

PETITION PARAGRAPH: 11. Section 5.10.7 of SES2 refers to any water being required for irrigation of the reconfigured course being drawn from our existing borehole. This is on land within the line works and hence ownership and use would be relinquished, there will be no ability for us to continue to extract from that borehole. Additionally even if we could extract from that borehole water would have to be piped for almost one mile to reach the extremities of the new course layout and we doubt that the pressure would be sufficient to serve those extremities.

12. Section 5.10.148 of SES2 states that "Ingestre Park Golf Club will potentially require a new permanent source of water for irrigation" this contradicts the statement made in Section 5.10.7 as referred to in our statement above. The water table here is known to vary greatly. We understand that there are known salt springs in Lion Lodge Covert. We are not convinced that the possible relationship between the springs and the Pasturefields Special Area of Conservation (SAC) adjacent to the proposed relocation site has been explored; HS2 has done nothing to deal with this issue and it is not evaluated in the AP2 details. If the course was developed on the proposed site, the drainage necessary for golf could easily affect the hydrology of the area and cause irreparable damage to the SAC.

13. Section 5.10.151 of SES2 refers to water being extracted from our existing borehole or by other means by use of mains water supply or an alternative source. The existing borehole supply would have to be pumped to reach the new site. In order to avoid this pumped line having to be taken under the new rail line and the road, it would be logical to drill a new well on the proposed site but there is no guarantee that the Environment Agency would agree to a new licence especially

bearing in mind the proximity of the SAC. HS2 do not have the ability to provide an EA licence. The golf club would be left with no option but to purchase mains water, which would be cost prohibitive and therefore threaten the viability of the club.

14. Section 5.10.15 of SES2 indicates that the land required for the amended golf course layout is said to be well-drained, sandy soil and over gravel. We have requested information on the soil conditions from HS2 but they have failed to supply any such information. A visual inspection of the land appears to show a clay soil, which will require a major drainage installation. The land is Grade 3 agricultural land suggesting that the “well drained sandy soil” description is incorrect. There appears to be a general implication in the submitted documentation that the surface water runoff may have to be detained for testing before discharge to the river (somewhere near the SAC). If so the cost of a full detention system and any pollution control measures should be factored into HS2 cost plans.

PROMOTER’S RESPONSE:

Irrigation and Drainage

1. A comprehensive assessment of the effect of the Proposed Scheme on surface water drainage and flood risk was undertaken and detailed within Volume 5, Water Resources Flood Risk Assessment of the Environmental Statement (ES) published in July 2017. Updates to the original assessment were included within the Supplementary Environmental Statement 1 and Additional Provision 1 Environmental Statement published in March 2018 (SES1 and AP1 ES) and the Supplementary Environmental Statement 2 and Additional Provision 2 Environmental Statement published in February 2019 (SES2 and AP2 ES)

2. The protective provisions, under Part 4 of Schedule 32 to the Bill, require the approval for works likely to affect flood risk, water discharge, or groundwater activities, by the appropriate body, prior to undertaking works. The appropriate body in relation to groundwater is the Environment Agency. Therefore, no works affecting groundwater or surface water could be undertaken until the appropriate body is satisfied that the impacts from construction are properly understood and that any mitigation and monitoring is adequate.

3. As stated in the SES2 and AP2 ES, Volume 2, CA2, Colwich to Yarlet report, it is anticipated that any water required for irrigation of the reconfigured course can be provided from the Ingestre Park Golf Club’s existing licensed abstraction from the Sherwood Sandstone Group. Any new abstraction would require an application to be

submitted to the Environment Agency, together with an assessment of any impacts on the wider environment.

4. To avoid potential impacts on Pasturefields Salt Marsh SAC and SSSI, irrigation of the golf course can be achieved using water from either the existing borehole at Ingestre Park Golf Club, under its current licence conditions, or an alternative source. Potential alternative sources include: use of mains water; use of a new licenced abstraction from the River Trent; or use of a new licensed abstraction from the river terrace gravels, which comprise a Secondary A aquifer. These sources could be used in conjunction with landscaped storage ponds on the golf course to increase the reliability of the supply. Any new abstraction would require an application to be submitted to the Environment Agency for a licence, together with an assessment of its impacts on the wider environment.

5. It is too early to comment on the surface water drainage proposals and this would be picked up as part of detailed design in the same way that this would for the Petitioners alternative proposal at Tixall.

Pasturefields Salt Marsh Special Area of Conservation

6. The original Habitats Regulations Assessment (HRA) screening report undertaken for Pasturefields Salt Marsh Special Area of Conservation (SAC) was reviewed with regard to the Proposed Scheme presented within the Supplementary Environmental Statement 2 and Additional Provision 2 Environmental Statement (SES2 and AP2 ES). An addendum to the HRA screening report for Pasturefields Salt Marsh SAC was published alongside the SES2 and AP2 ES (2019) which considered the potential for the reconfiguration of Ingestre Park Golf Club to have significant hydrogeological and hydrological effects on the Pasturefields Salt Marsh SAC. It was established that the reconfiguration of Ingestre Park Golf Club (amendment AP2-002-010) would have no likely significant direct or indirect effects on the Pasturefields Salt Marsh SAC either alone or as part of the HS2 scheme as a whole or in combination with other project.

7. HS2 Ltd continues to consult Natural England and the Environment Agency as the design develops to ensure that any design details complies with the Habitats Regulations 2017.

HOUSE OF COMMONS SELECT COMMITTEE

HIGH SPEED RAIL (WEST MIDLANDS - CREWE) BILL

PROMOTER'S RESPONSE TO PETITION OF: Ingestre Park Golf Club

PETITION NO: HS2-AP2-022

PARAGRAPH NO: 15-16, 36

ISSUE RAISED: Timetable

PETITION PARAGRAPH: 15. Section 5.10.9 of SES2 claims that the revised golf course construction will take fifteen months. This is a very optimistic opinion with, we believe, no basis. Obtaining full planning detailed permission (especially if further ecological survey work is required), EA licence, pipeline diversions and road speed restrictions do not seem to have been factored into HS2's thinking. The ability to play the course is a dependent on the time in the year the grass is sown. The grow-in period seems also to have been conveniently forgotten in the thinking of HS2.

16. Works to reconfigure the golf course are proposed to commence in 2021 with the new golf course being brought into use in 2023 and it is suggested that it will take 15 months to complete. We are advised that HS2 require our land from 2021 for the main line works. The golf club would only be left with four playable holes based on HS2's programme. This programme would cause the club to cease trading; contradicting the position of the Select Committee that directed the club to continue.

36. We have received requests to take wedding bookings moving forward into 2021. These can be significant income stream generators for the golf club but we feel we cannot commit to the bookings based on the uncertainty we are faced with. As a responsible business we cannot take bookings where there could be a possibility that these would have to be cancelled because of the implications of HS2.

PROMOTER'S RESPONSE:

Timetable

1. The same, if not longer, timescales would apply to the Petitioner's preferred alternative site.
2. In respect of the sideways move, the Promoter would seek to vest the land as soon as possible upon Royal Assent and the construction works could begin in mid-2020, assuming all consents are in place. There is also the possibility that the Promoter would acquire the replacement land by agreement or pursuant to statutory blight notices in advance of Royal Assent thereby giving longer periods to effect the reconfiguration. The Promoter is advised that construction of the reconfigured course is likely to take up to 12 months, hence the allowance in the SES2 at 5.10.9 of one year and three months. Following construction, a further period of up to 12 months would be required for the new section to 'grow in', consistent with the SES2 assessment that the reconfigured course could be brought into use during 2023 if construction started in 2021.
3. The Promoter would seek the cooperation of the Petitioner and this would require both parties working together in partnership under agreed arrangements. The Promoter would seek to engage with the Petitioner on the timetable of construction activities.

HOUSE OF COMMONS SELECT COMMITTEE

HIGH SPEED RAIL (WEST MIDLANDS - CREWE) BILL

PROMOTER'S RESPONSE TO PETITION OF: Ingestre Park Golf Club

PETITION NO: HS2-AP2-022

PARAGRAPH NO: 17-19, Request 3

ISSUE RAISED: Viability

PETITION PARAGRAPH: 17. There are no four hole clubs in the UK. It would be impossible to generate sufficient income to cover the operating costs of any remaining "rump" of the club. With little or no income we could not pay the wages of our 32 staff where the total wage bill is in excess of £250,000 (two hundred and fifty thousand pounds) per annum.

18. It is difficult to maintain a golf club in today's economic climate. Golf clubs rely on their offering and reputation. If this proposal is accepted the reputation the club has built up over many years will be destroyed overnight and important golfing events / tournaments would no longer be held at the club.

19. Section 5.10.43 of SES2 states that "the main ES did not report any significant effect at Ingestre Park Golf Club as it was assumed to be permanently closed. This amendment has been assessed for potential noise and visual effects to determine if these give rise to a new significant in – combination effect on the community resources in this area. The assessment has concluded that this amendment will not give rise to any new likely residual significant effects". This is clearly not the case because part of our retained course will run alongside the proposed train line with undoubted noise and visual effects. Our clubhouse will also be impacted from a visual point of view from our balcony. Our view will change from that of the golf course to looking at a railway line on a 40 foot high embankment within approximately 100 yards. Without major reconfiguration work we, and our advisers deem that the clubhouse will not be an operational facility. The view from the balcony provides much pleasure and is an important aspect of the clubhouse.

Request 3. On this basis we would recommend that the implications of AP2 effecting Ingestre Park Golf Club be rejected.

PROMOTER'S RESPONSE:

Viability

1. The Promoter accepts that golf with fewer than nine holes (on a temporary basis) would not be viable and that compensation for temporary disturbance or interruption to golf would be payable in accordance with the Compensation Code. The Promoter would continue to work with the Club to assess the options and to seek to achieve continuation of a golf course at Ingestre in the most cost-effective manner.
2. The Promoter considers there is a high risk of delivering the Petitioner's alternative proposal in terms of time, cost and risk. The Club's alternative proposal would carry greater risk in acquiring land, obtaining planning and all other consents and to construct an 18-hole golf course, club house and car park and related infrastructure within a timescale ahead of the Promoter's construction programme.

Visual Assessment

3. The Promoter recognises that the golf course environment would be changed by construction of the railway. Part of the route would be on the Trent North Embankment (SES2 and AP2 ES Volume 2 – Community Area 2: Maps CT-05-213 and CT-06-213, D6/7 to J6/7), and part in the Brancote South Cutting (Maps CT-05-213 and CT-06-213, D6/7 to A6/7). At its nearest point the western part of the Trent North Embankment would be approximately 180 metres south of the clubhouse, and the embankment would be screened by landscape mitigation planting and a band of proposed woodland habitat creation, as well as existing woodland between the Clubhouse and the Proposed Scheme.
4. The Promoter has sought to avoid direct impacts on the landscape and visual impacts of the Proposed Scheme throughout the development and design of the Proposed Scheme and associated works. This has included keeping the railway low within the landscape where reasonably practicable to do so. In other locations the design has incorporated landscaped earthwork, tree planting (screening), cutting and tunnels to reduce impacts and to help integrate the railway into the local landscape.
5. The approach taken by the Promoter for landscape visual and townscape assessment is set out in the Scope and Methodology Report (SMR) (see Volume 5: CT-001-001), the SMR Addendum (see Volume 5: CT-001-002 of the main ES) and the SMR Addendum 2 (see Volume 5: Appendix CT-001-000 of the SES2 and AP2 ES).

6. Maps showing specific areas assessed for landscape and visual impacts, and those areas that would experience significant effects during construction and/or operation, are shown in the ES Volume 2, Community Area Map Book, and Volume 5, Community Area Landscape and Visual Map Book. In addition, updates to the original maps as a result of the SES changes and/or AP amendments can be found in the SES1 and AP1 ES and the SES2 and AP2 ES Volume 2, CA Map Book, and Volume 5, Landscape and Visual Map Book.

7. The viewpoint nearest to the Clubhouse is viewpoint 009-02-016 which represents views from Ingestre Park Road. This records a major adverse significant effect during construction of the Trent north embankment. For operation this is a significant effect in winter in year 1 and reduces at summer year 1, year 15 and year 60 where the aforementioned intervening vegetation would screen the views.

8. As explained in HS2 Phase 2A Information Paper B2: The Main Provisions of the Planning Regime, the nominated undertaker would be bound by the Environmental Minimum Requirements (EMRs). The draft Code of Construction Practice (CoCP) and the draft Environmental Memorandum, part of the EMRs, include control measures for managing construction impacts on landscape and ecological features. HS2 Phase 2A Information Paper E1: Control of Environmental Impacts, sets out the controls contained in the Bill and in general legislation which, along with undertakings given by the Secretary of State, would ensure that impacts which have been assessed in the Environmental Statement, as updated by the Supplementary Environmental Statement (SES) 1 and Additional Provision 1 Environmental Statement (AP1 ES) and the SES2 and AP2 ES would not be exceeded.

9. Proposed woodland habitat creation and screen planting would be planted with suitable tree species that would be in keeping with the existing local tree scape. Detailed design, materials and finishes would be subject to approval by the local planning authority under the planning regime established under Schedule 17 to the Bill. This is explained in HS2 Phase 2A Information Paper B2: The Main Provisions of the Planning Regime.

HOUSE OF COMMONS SELECT COMMITTEE

HIGH SPEED RAIL (WEST MIDLANDS - CREWE) BILL

PROMOTER'S RESPONSE TO PETITION OF: Ingestre Park Golf Club

PETITION NO: HS2-AP2-022

PARAGRAPH NO: 26-28

ISSUE RAISED: Phase 1 Comparisons and Equal Treatment

PETITION PARAGRAPH: 26. Whittington Heath Golf Club with whom "equivalence" has been agreed are, we believe, receiving from HS2 funding for a new clubhouse, a new car park, new green keepers compound, a new half way house, a new access road, a new practice range the remodelling of 5 holes and with the proviso of continuous golf to its membership. Equality between the proposal there and what we are being offered does not seem to exist. Equivalent reinstatement at Whittington Heath Golf Club is confirmed in HS2's response to the Select Committee requesting information relating to the funding afforded to other golf courses affected by the HS2 route - 12th July 2018.

27. HS2 has given the golf club no assurances about creating a like for like situation in the quality of the holes remaining on our existing course. It is obvious that the course when completed should have a degree of consistency. This means at least rebuilding greens so that they play in a similar manner to the new greens (specifications have changed since the original course was built) even if the bunker styling was left in place. Ideally the holes to be retained should be rebuilt to the same standards and in a similar style to the proposed new holes on the adjacent land. The club would be left with a very small proportion of the existing irrigation system and it will, in the opinion of our advisers be necessary to deliver a new irrigation system to cover 18 holes from the new pump house on the adjacent land. This further adds to the disruption the club will suffer if forced to accept the "adjacent land" proposal from HS2.

28. HS2 proposes no mitigation for our existing clubhouse. At worst the clubhouse would require turning through 180 degrees and be soundproofed thereby affording it some relief from the noise and impact of trains passing and allowing some

of the normal functions, which occur at the club to continue. The cost of this major reconfiguration should be included within the HS2 budget.

PROMOTER'S RESPONSE:

Phase 1 comparisons and equal treatment

1. The works being carried out to reconfigure Whittington Heath Golf Club are more extensive than those proposed at Ingestre as the impact of the Phase 1 route is greater, involving the loss of the existing clubhouse and course facilities as well as a significant part of the course. However, the reconfiguration at Whittington Heath retains as much of the original course as possible, while also incorporating a large element of environmental mitigation land which was originally proposed to be located elsewhere. Whittington Heath Golf Club is a demonstration that with collaborative working a sideways reconfiguration is achievable and that it is not necessary to go to the additional expense of a wholesale relocation.

2. The proposals for the reconfiguration at Ingestre include necessary reconfiguration of the holes on the retained part of the course, but the Promoter does not consider it necessary to rebuild the greens on those holes thereby reducing unnecessary cost and disruption, unless those holes become unplayable (which is not expected). The Promoter accepts that modifications to and reconfiguration of the irrigation system would be required and the costs would be included in the comparison between the two options under consideration.

3. At Whittington Heath Golf Club, the HS2 scheme required acquisition and demolition of the Clubhouse. At Ingestre Park Golf Club, the existing clubhouse is not directly affected by the construction works. However, the Promoter's scheme would lead to the loss of 12 holes which would be replaced on adjoining land subject to the successful promotion of AP2.

Operational Noise

4. The operational noise levels identified at the Clubhouse are below the relevant assessment criteria for this use and therefore no new or different likely residual significant effects are identified compared to the main Environmental Statement.

5. The controls contained in the Environmental Minimum Requirements, published in draft alongside the Bill, would ensure that impacts which have been reported in the ES, as updated by the SES1 and AP1 ES and SES2 and AP2 ES, would not be exceeded and would use reasonable endeavours to adopt mitigation measures that would further reduce the adverse impacts of the proposals.

6. For further information, please see HS2 Phase 2A Information Paper E9: Control of Airborne Noise.

HOUSE OF COMMONS SELECT COMMITTEE

HIGH SPEED RAIL (WEST MIDLANDS - CREWE) BILL

PROMOTER'S RESPONSE TO PETITION OF: Ingestre Park Golf Club

PETITION NO: HS2-AP2-022

PARAGRAPH NO: 29

ISSUE RAISED: Equality Impact Assessment

PETITION PARAGRAPH: 29. Ingestre Park Golf Club is a progressive members club that provides a localised community facility to a variety of people that fall into the "Protected Characteristics" criteria for the CA2 (Colwich – Yarnfield) EQIA. We are an inclusive club and from within our membership there are people who meet the protected characteristics criteria. As a club we do not ask our membership to identify themselves as belonging to any one particular group due to their right of personal privacy but we are open to all members of the community and guests visiting the area. Ingestre Park Golf Club have recognised disabled golf facilities on the course and enjoys a healthy Junior section this includes group coaching and practice facilities for introducing young people allowing them to engage in a recognised sporting activity in their locality. Our Assistant Golf Professional regularly engages with young people at the club with national schemes such as Girls Golf Rocks and Schools Tri Golf. These schemes utilise the course and the practice areas of the golf club. The updated EQIA makes mention of there being other golf clubs in "easy travelling distance" however these other golf clubs may not be in a position to accommodate 650 members or have the same facilities as ourselves in relation to disability or provisions for young people. The updated EQIA states that by permitting the clubhouse to remain open whilst HS2 works are carried out would remove any impact on users of the golf club who fall within the protected characteristics. This may be the case in relation to social activity and functions within the clubhouse, albeit with potential access difficulties, but not in the case of the provisions we offer for the wider aspect of the health and well being of younger, older, disabled people and those persons with "protected characteristics". It is our submission that by closing the course and practice areas for over 15 months there would be a significant impact on those persons

categorised with “protected characteristics “ and this element has not been taken into account by the HS2 EQIA.

PROMOTER’S RESPONSE:

Equality Impact Assessment

1. The Promoter was not previously aware of the disabled golf facilities on the golf course and welcomes this opportunity to request information from the Petitioner to provide details and evidence, where possible, of the facilities offered to juniors and disabled users of the golf course.
2. The Promoter would continue to work with the Club through the Steering Group to seek an outcome which enables golf and community activities to be provided at Ingestre. The Promoter considers that the existing clubhouse and the practice areas would not need to be closed during construction of the railway, while programming and implementation of the proposed reconfiguration works would require detailed planning to ensure that any temporary closure of the course is kept to a minimum.

HOUSE OF COMMONS SELECT COMMITTEE

HIGH SPEED RAIL (WEST MIDLANDS - CREWE) BILL

PROMOTER'S RESPONSE TO PETITION OF: Ingestre Park Golf Club

PETITION NO: HS2-AP2-022

PARAGRAPH NO: 30-35

ISSUE RAISED: Delays investigated by HS2 Ltd

PETITION PARAGRAPH: 30. We were dismayed that HS2 chose to proceed with AP2 rather than facilitate the completion of the jointly agreed Consultancy work, which is targeted at delivering the Select Committee direction. To do so is considered premature and unhelpful.

31. Further their avoidance in explaining the full content of AP2 in advance has caused significant annoyance, distress to our staff and is considered part of their efforts to simply string us along with misinformation and delays.

32. Following our appearance before the Select Committee on 2nd July 2018 it took until 30th August (almost two months) to arrange a meeting. HS2 advised that they had done nothing to progress matters forward. We advised that we had been considering and discussing our position with our professional advisers and in order to try and meet the direction of the Select Committee both of the options i.e. our preferred new site and HS2's plans on land adjoining should be properly costed out by golf course specialists. We put before HS2 a plan outlining the work involved and the likely cost implications, which had been estimated out at £45 k (forty five thousand pounds). HS2 agreed that this as a satisfactory proposal and agreed verbally to meet all of these costs and advised us that we would receive written confirmation of this within 14 days. HS2 have prevaricated in confirming this to us and kept amending the instructions to the point that we have only just been able to sign off this agreement in February 2019 almost six months after we thought that a way forward had been agreed. In the interim we have had two further meetings with HS2 on 20th November 2018 and then on 29th January 2019. At these meetings HS2 seemed more concerned with advising

us of the lodging of AP2 on 8th February rather than progressing our proposal.

33. Time is of the essence. We feel that HS2 have done nothing but stall matters leaving us with less time to relocate our golf course. We have continually stated that if we are to survive we must be able to offer continuous golf to our membership, we are open 365 days a year, this is the standard of access our members expect and they would not countenance remaining at a club where they are unable to play golf.

34. Based on reasonable assumptions the Club is advised that there is still time for the club to relocate in total to its preferred site and maintain continuity of business. However if HS2 continue to prevaricate this option will soon no longer be possible.

35. As HS2 have done little to progress the proposals put in front of them, despite regular chasing from ourselves where evidence is available to support our assertions, we consider that HS2 are not treating us in a fair and timely manner and are prejudicing our position and long term future. As such we believe that we have demonstrated that HS2's proposal is ill thought through and poorly put together without consideration of the consequences and that our preferred option of complete relocation should be agreed as this is the only way that our club can survive as directed by the Select Committee.

PROMOTER'S RESPONSE:

Delays

1. The Promoter understands that the AP2 land and the alternative were selected by the Petitioner's advisor as one of two shortlisted sites. Identification of the land required for reconfiguration of the golf course and its inclusion in AP2 is required in order to ensure that powers are available to the Promoter to secure that land. The Promoter has sought to explain that process to the Club at Steering Group meetings, and would continue to work with the Club in the ongoing assessment of the two options under consideration.

2. The Promoter has undertaken a two-pronged approach by: (i) depositing AP2 which provides for the relocation of the holes lost due to the HS2 scheme; and (ii) engaging with the Club to discuss the AP2 proposal and seek details of the alternative site.

3. The Club continues to press for complete relocation of the golf course under the principle of equivalent reinstatement the delivery of which the Promoter believes to be at a significantly higher cost with additional risk in terms of land purchase and town planning. The Promoter's position on the application of Rule (5) compensation was set out in the response to the Club's original petition against the Bill (Petition No. HS2-P2A-000148) at pages 12 and 13 of the Promoter's Response Document.

High Speed Two (HS2) Limited

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Mrs Greaves-Bentley
The Honourable Secretary
Kingston Hill Golf Club Limited
t/a Ingestre Park Golf Club
Ingestre
Stafford
ST18 0RE

28 June 2018

Dear Mrs Greaves-Bentley

**HIGH SPEED RAIL (WEST MIDLANDS – CREWE) BILL – HOUSE OF COMMONS SELECT COMMITTEE:
PETITION HS2-P2A-000148 – INGESTRE PARK GOLF CLUB / KINGSTON HILL GOLF CLUB LIMITED**

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 you have a number of concerns about the impact of Phase 2A of HS2 (known as 'the Proposed Scheme') and have submitted a petition on that basis against the Bill in the House of Commons.

Following constructive discussions, I am writing to you now, on behalf of the Secretary of State for Transport, to formally offer Kingston Hill Golf Club Limited the following assurances:

"In these assurances:

"Act" means the Bill as enacted;

"Additional Provision 2" means an additional provision to the Bill which provides, amongst other things, the powers to compulsorily acquire the Reconfigured Course Land;

"ADR Policy" means the Promoter's published policy on Alternative Dispute Resolution (including ENE) entitled 'Alternative Dispute Resolution – Guidance for compulsory purchase claims' dated May 2018 and as updated from time to time a copy of which is enclosed;

"Alternative Dispute Resolution" means methods of resolving disputes as an alternative to more formal methods such as references to the Upper Chamber of the Lands Tribunal;

"the Bill" means the High Speed Rail (West Midlands - Crewe) Bill as deposited in the House of Commons on 17 July 2017;

"Civil Procedure Rules" means the published rules governing court procedure;

"Compensation Code" means the code of statute and case law determining the compensation to be paid to landowners and occupiers where land or rights in land are authorised to be compulsorily acquired under the Bill;

“Conditions” means:

- the submission and acceptance of a business case in respect of the Reconfigured Course Development;
- the existence of the Planning Permission that is not capable of being challenged by judicial review or, if a challenge has been made, that any related proceedings have been finally determined leaving in place the Planning Permission;
- the completion of a satisfactory Equalities Impact Assessment in respect of the Reconfigured Course Development; and
- the completion of a land transfer agreement.

“ENE” means Early Neutral Evaluation being a form of Alternative Dispute Resolution as more particularly defined in the Civil Procedure Rules;

“ENE Panel” means the independent panel appointed in accordance with the ADR Policy to determine the Matter In Dispute and which shall comprise at least one barrister, one solicitor and one surveyor each of whom shall be experienced in compensation law and practice;

“Equivalent Property” means a property on which the Petitioner would construct and operate a new entire golf club in the event that the basis for the Petitioner’s compensation in respect of the Property is agreed to be Equivalent Reinstatement;

“Equivalent Reinstatement” means compensation in respect of the compulsory acquisition of land pursuant to section 5(5) of the Land Compensation Act 1961;

“Head of Acquisitions” means Michael Eckett or one of his direct reports or any successor which shall be communicated in advance to the Representative;

“Matter In Dispute” means the question as to which statutory rule(s) within section 5 of the Land Compensation Act 1961 applies to the assessment of compensation in respect of the impacts of the Proposed Scheme on the Property and the Petitioner;

“nominated undertaker” refers to the body or bodies appointed by the Secretary of State to carry out the powers conferred under the Bill to construct and maintain the scheme. The nominated undertaker may be HS2 Ltd, or it may be another body or bodies appointed to oversee the construction and operation of Phase 2A;

“Petitioner” means Kingston Hill Golf Club Limited, being the freehold owner of the Property;

“Plan” means the plan enclosed with this letter;

“Planning Permission” means planning permission and all necessary statutory consents and approvals required to construct and operate the Reconfigured Course Development;

“Promoter” means the Secretary of State (or any successor Secretary of State or Minister holding the transport portfolio) and includes so far as relevant any nominated undertakers exercising any powers or functions under the Bill once enacted;

“Property” means the land of Ingestre Park Golf Club shown for identification purposes only edged red on the Plan;

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

“Reconfigured Course Development” means the development of the Reconfigured Course Land to ensure that an 18 hole golf course could be accommodated within the Reconfigured Course Land and the Retained Land in combination and which constitutes the creation and landscaping of golf holes and associated essential infrastructure, but shall not include the development of a new or replacement club house or related buildings on the Reconfigured Course Land;

“Reconfigured Course Land” means the three parcels of land shown for identification purposes only edged blue, green and pink on the Plan;

“Representative” means a person appointed by the Petitioner to represent and liaise with HS2 Ltd on their behalf who can be contactable during normal office hours Monday to Friday (inclusive) but excluding bank holidays;

“Retained Land” means that part of the Property which the Promoter does not propose to acquire pursuant to the Bill;

“Royal Assent” means the date when the Royal Assent is given to the Bill; and

“Steering Group” means the group established under paragraph 4 of these assurances.

1. Early Neutral Engagement

- 1.1. As soon as reasonably practicable following the date of this letter the Promoter will, working with the Petitioner, commence the process of ENE in accordance with the ADR Policy in order to resolve the Matter In Dispute.
- 1.2. Working with the Petitioner and other parties involved the Promoter will seek a final determination to the ENE process in respect of the Matter In Dispute by 27 September 2018.
- 1.3. If the ENE process is not finally determined by 27 September 2018 then the Promoter accepts that the terms of paragraph 3.2 below shall apply.

2. ENE Process Outcome

Conditional Advanced Equivalent Reinstatement Costs

- 2.1. If the ENE Panel finally determines that the Petitioner is entitled to be compensated in respect of the impact of the Proposed Scheme on the Property on the basis of Equivalent Reinstatement the Promoter will use reasonable endeavours to reach an agreement with the Petitioner, where a business case is approved and where it relates to reasonable costs required to be spent in order to acquire the Equivalent Property in consequence of permanent acquisition by the Promoter, such agreement to provide that compensation will be paid in advance of entry after Royal Assent, subject to the Promoter being satisfied there is no subsisting mortgage over the land in question and that suitable security for any advanced payment can be adequately secured.

Trigger for Reconfigured Course Development

- 2.2. If the ENE Panel finally determines that the Petitioner is not entitled to be compensated in respect of the impact of the Proposed Scheme on the Property on the basis of Equivalent Reinstatement then the terms of paragraph 3.2 below will then apply.

3. Reconfigured Course Land and Reconfigured Course Development

- 3.1. The Promoter will seek to incorporate the Reconfigured Course Land within Additional Provision 2 for the purpose of authorising the compulsory acquisition of the Reconfigured Course Land.

- 3.2. If:

3.2.1. Additional Provision 2 is incorporated within the Act;

3.2.2. the ENE Panel finally determines that the Petitioner is not entitled to be compensated in respect of the impact of the Proposed Scheme on the Property on the basis of Equivalent Reinstatement;

3.2.3. the Conditions have been satisfied,

then the Promoter acknowledges that the Petitioner may develop the Reconfigured Course Land in accordance with the Planning Permission and the decisions of the Steering Group in respect of which the Promoter will compensate the Petitioner in accordance with the Compensation Code.

4. Steering Group

- 4.1. Objective

4.1.1. To assist HS2 Ltd and the Petitioner in jointly developing a plan for the Reconfigured Course Development as a result of the loss of land due to the Proposed Scheme.

4.1.2. The Steering Group will oversee negotiations in good faith between the parties in order to facilitate and conclude an agreement for the provision of the Reconfigured Course Land necessary for the Reconfigured Course Development and Petitioner's business case.

- 4.2. Role

The role of the Steering Group includes:

4.2.1. Providing advice and reviewing outputs to assist the Petitioner in designing the Reconfigured Course Development;

4.2.2. Providing the Petitioner with greater certainty regarding the scope of the Reconfigured Course Development and seeking to agree acceptable heads of claim;

4.2.3. Progressing the settlement of an agreement relating to the provision of the Reconfigured Course Development on the Reconfigured Course Land;

4.2.4. Take constructive steps to resolve any material issues and challenges that arise; and

4.2.5. Provide guidance on the application of the Compensation Code to the Reconfigured Course Development and Reconfigured Course Land.

4.3. Membership

The Steering Group shall comprise (unless otherwise agreed in writing):

4.3.1. HS2 Ltd's Head of Acquisitions;

4.3.2. A representative of the Petitioner;

4.3.3. HS2 Ltd's Agent;

4.3.4. The Petitioner's Agent; and

4.3.5. Additional parties as agreed in writing between HS2 Ltd and the Petitioner.

4.4. Duration

4.4.1. With the Petitioner's agreement the Steering Group shall be established as soon as reasonably practicable following the date of this letter and will meet until the objectives of the Steering Group have been fulfilled.

4.5. Meetings

4.5.1. The Steering Group shall meet at least once every six weeks with additional meetings scheduled as necessary. The meetings will be chaired by the Head of Acquisitions.

4.6. Terms of Reference

4.6.1. The members agree to develop a terms of reference for the Steering Group as soon as is reasonably practicable.

5. Assistance in relation to the Planning Permission

5.1. The Promoter will require the nominated undertaker to offer appropriate assistance to the Petitioner in respect of the Petitioner's securing the Planning Permission.

5.2. The assistance referred to in paragraph 5.1 shall (if requested by the Petitioner) include the provision of a statement of impact and timing for the Petitioner's in respect of the need for the Reconfigured Course Development."

If accepted, these assurances will be included in a 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.

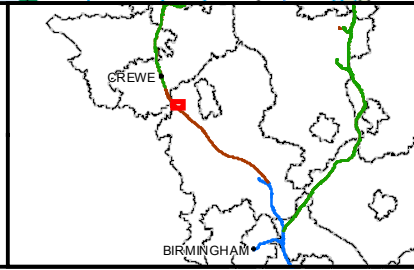
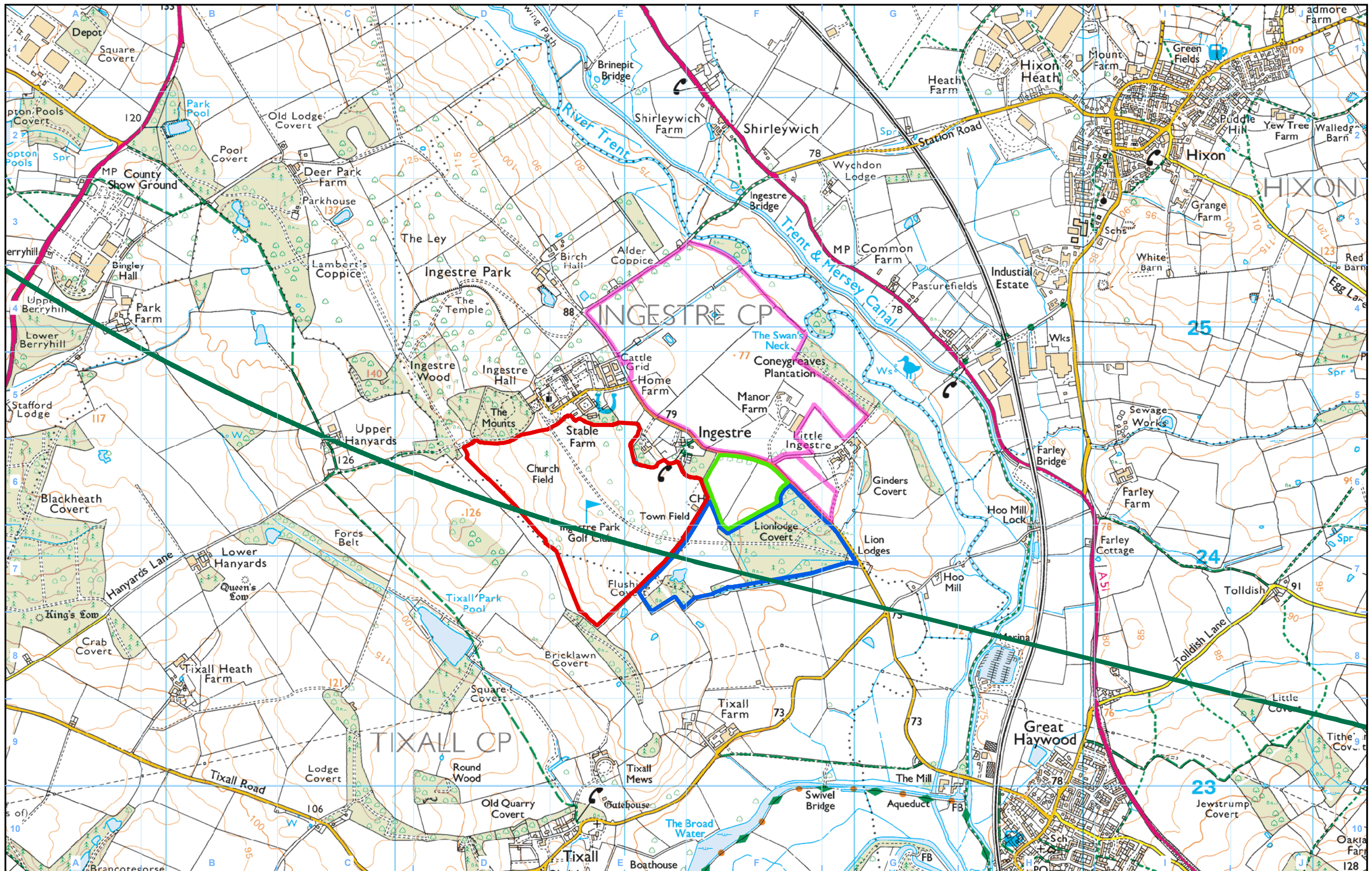
It is hoped that these further assurances will address the issues raised in your petition and we may write to you further regarding any issues not addressed by these assurances. In the meantime if you have any queries please do not hesitate to contact Connolly Meagher, Senior Property Acquisition Manager, on Connolly.Meagher@hs2.org.uk.

Yours sincerely



Oliver Bayne

Director, Hybrid Bill Delivery
High Speed Two (HS2) Limited



High Speed Two Petitioner Location Plan Reference Drawing	
Title	Ingestre Park Golf Club
Number	WIP

HS2

Registered in England. Registration number 06791886.
Registered office: 2 Snowhill Queensway Birmingham B4 6GA
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Scale at A3: 1:15,000

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Metres

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15 May 2019

Mr G Matthews
Kingston Hill Golf Club t/a Ingestre Park Golf Club
Ingestre
Stafford
Staffordshire
ST18 0RE

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 undertaker 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.

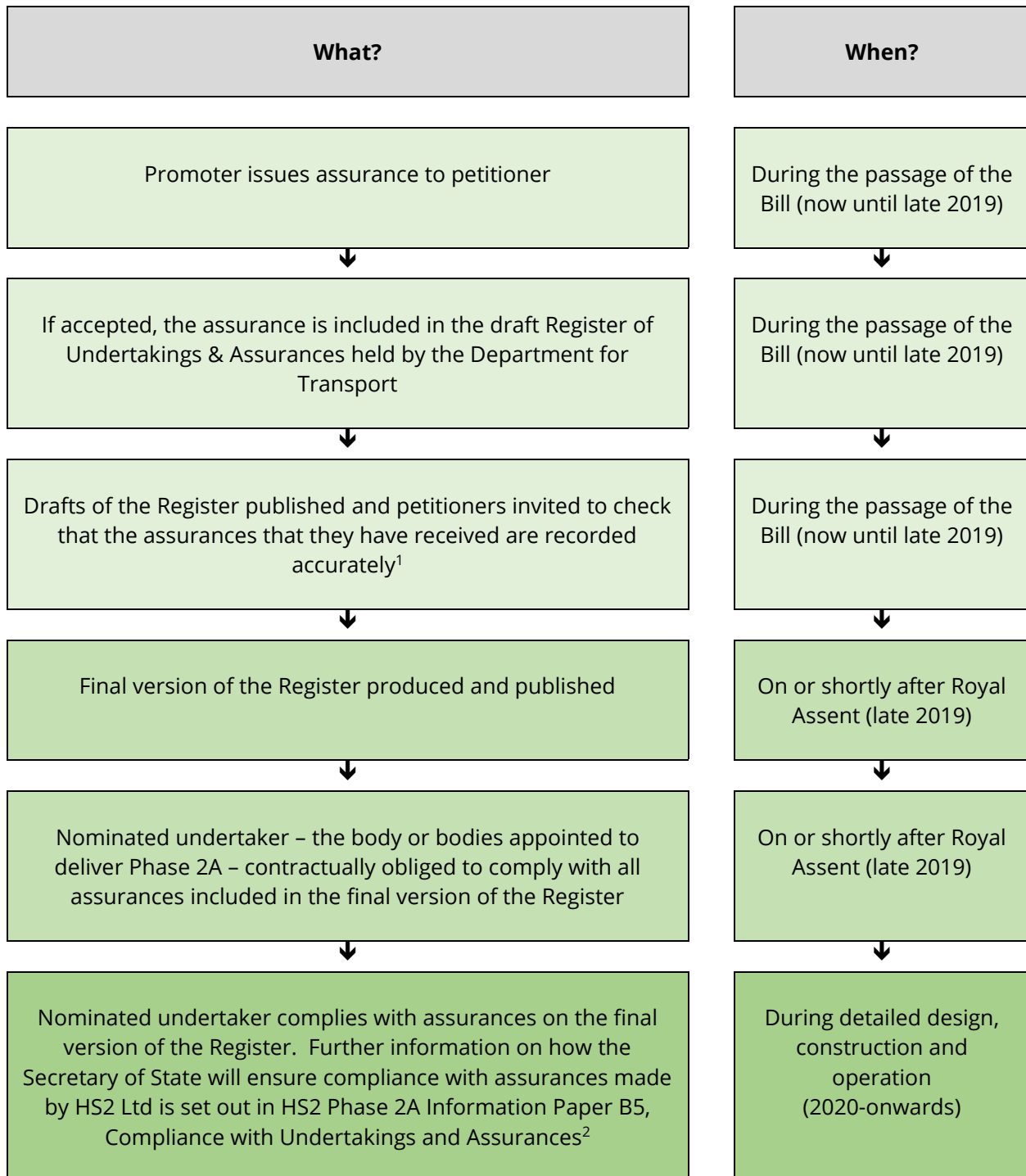
Yours sincerely



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

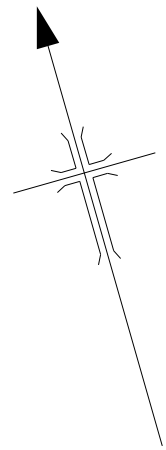
Annex A

ASSURANCES: STEPS AND TIMING



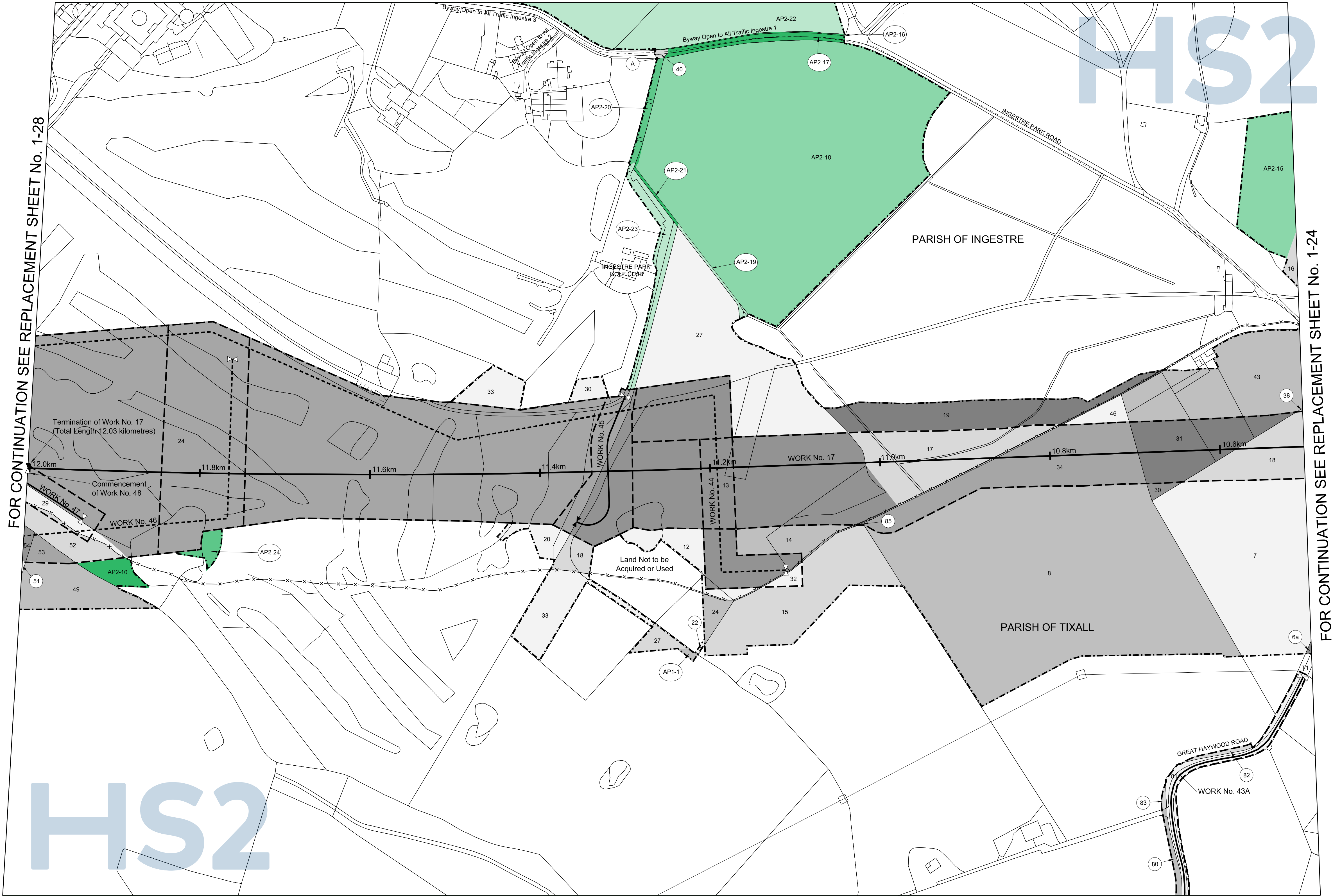
¹ The latest draft of the Register can be found at <https://www.gov.uk/government/publications/hs2-phase-2a-register-of-undertakings-and-assurances>

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



COUNTY OF STAFFORDSHIRE
BOROUGH OF STAFFORD
PLAN

FOR CONTINUATION SEE ADDITIONAL SHEET No. 1-26A



FOR CONTINUATION SEE SHEET No. 1-27

scale 1:2500 at A1 size, 1:5000 at A3 size
metres 100 0 100 200 300

REPLACEMENT SHEET No. 1-26

IN PARLIAMENT - SESSION 2017-19

HIGH SPEED RAIL
(WEST MIDLANDS - CREWE)

ADDITIONAL PROVISION
(FEBRUARY 2019)

Work No. 17 (Railway)
Work No. 43A (Road)
Work No. 44 (Fuel Pipeline)
Work No. 45 (Access Road)
Work No. 46 (Gas Main)
Work No. 47 (Bridge)

For Section of Work No. 17 see Sheet No. 2-13
For Section of Work No. 43A see Replacement Sheet No. 2-23
For Section of Work No. 44 see Sheet No. 2-24
For Section of Work No. 45 see Sheet No. 2-24
For Section of Work No. 46 see Sheet No. 2-24
For Section of Work No. 47 see Sheet No. 2-24

The area enclosed by any limit of deviation or by any limit of land to be acquired or used is the area extending to the outer edge of the line marking those limits

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FEBRUARY 2019 AMENDMENTS TO THIS SHEET ARE AS FOLLOWS :-

Plots AP2-15, AP2-16, AP2-17, AP2-18, AP2-19, AP2-20, AP2-21, AP2-22, AP2-23 and AP2-24 added in the Parish of Ingestre

Plots AP1-1 and AP1-2 removed in the Parish of Ingestre

Plots 32 and 38 removed in the Parish of Ingestre

Plot AP2-10 added in the Parish of Tixall

Plot 6a added in the Parish of Tixall

Plot 6 removed in the Parish of Tixall

MARCH 2018 AMENDMENTS TO THIS SHEET ARE AS FOLLOWS :-

Plots AP1-1 and AP1-2 added in the Parish of Ingestre

Plot AP1-1 added in the Parish of Tixall

Plot 19 removed in the Parish of Tixall

ADDITIONAL SHEET No. 1-26A

IN PARLIAMENT - SESSION 2017-19

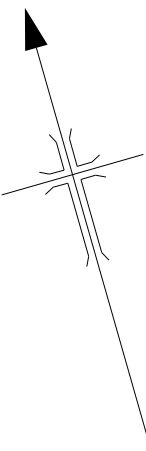
HIGH SPEED RAIL
(WEST MIDLANDS - CREWE)

ADDITIONAL PROVISION
(FEBRUARY 2019)

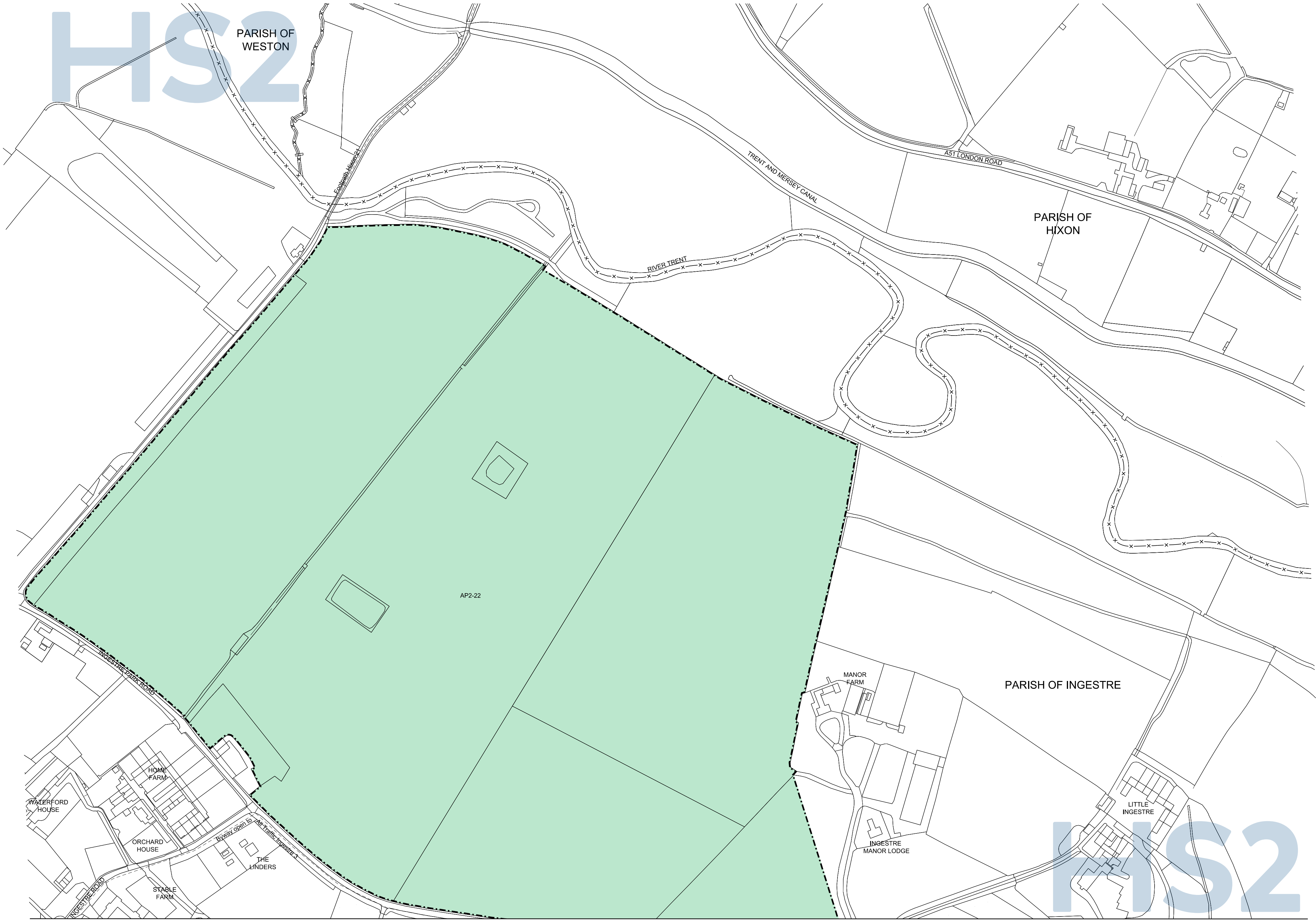
Additional Land

The area enclosed by any limit of deviation or by any limit of land to be acquired or used is the area extending to the outer edge of the line marking those limits

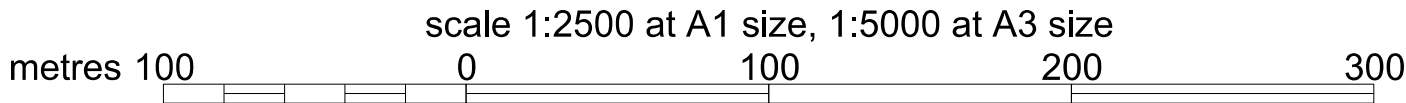
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COUNTY OF STAFFORDSHIRE
BOROUGH OF STAFFORD
PLAN



FOR CONTINUATION SEE REPLACEMENT SHEET No. 1-26



AP2 reconfiguration scheme opening date

The AP2 ES assumed that the reconfigured golf course would open in 2023.

Since the deposit of AP2, work has been undertaken to refine the construction programme for:

- the newly acquired land for the reconfigured golf course; and
- the HS2 construction works proposed within the existing Ingestre Park Golf Club.

On this basis HS2 could bring forward the date of opening of the reconfigured golf course to September 2021 (at a potential additional main project cost of up to £655k)

This revised programme would allow the existing golf course to remain in operation with 18 holes until end March 2021 and a minimum of 9 holes until the reconfigured golf course is brought in to use in September / October 2021.

AP2 reconfiguration scheme programme

		May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21
DESIGN/ PLANNING																																	
Golf course design - routing																																	
Golf course design - planning drawings inc. planting & drainage																																	
Ecology surveys & mitigation																																	
Archaeological survey																																	
Preparation of construction & ecological management plans																																	
Engagement with LPA and golf course on planning conditions																																	
Drafting of planning direction																																	
SoS makes planning direction																																	
Archaeology work																																	
Start of works																																	
Royal Ascent dec 2019																																	
GOLF COURSE CONSTRUCTION	TOTAL - 18 Months																																
Staking out, Bulk earthworks, shaping, drainage, Green/Tees, Irrigation, ecological mitigation	12 Month Period																																
Seeding and planting	8 Month Period																																
Grow-in	13 Month Period																																
Golf Course Open for play	Sept/Oct 2021																																

