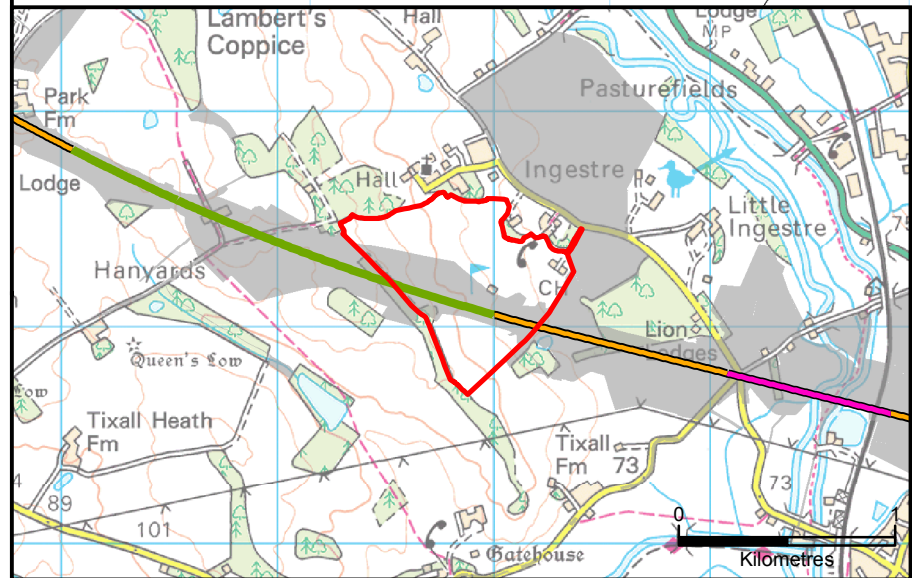
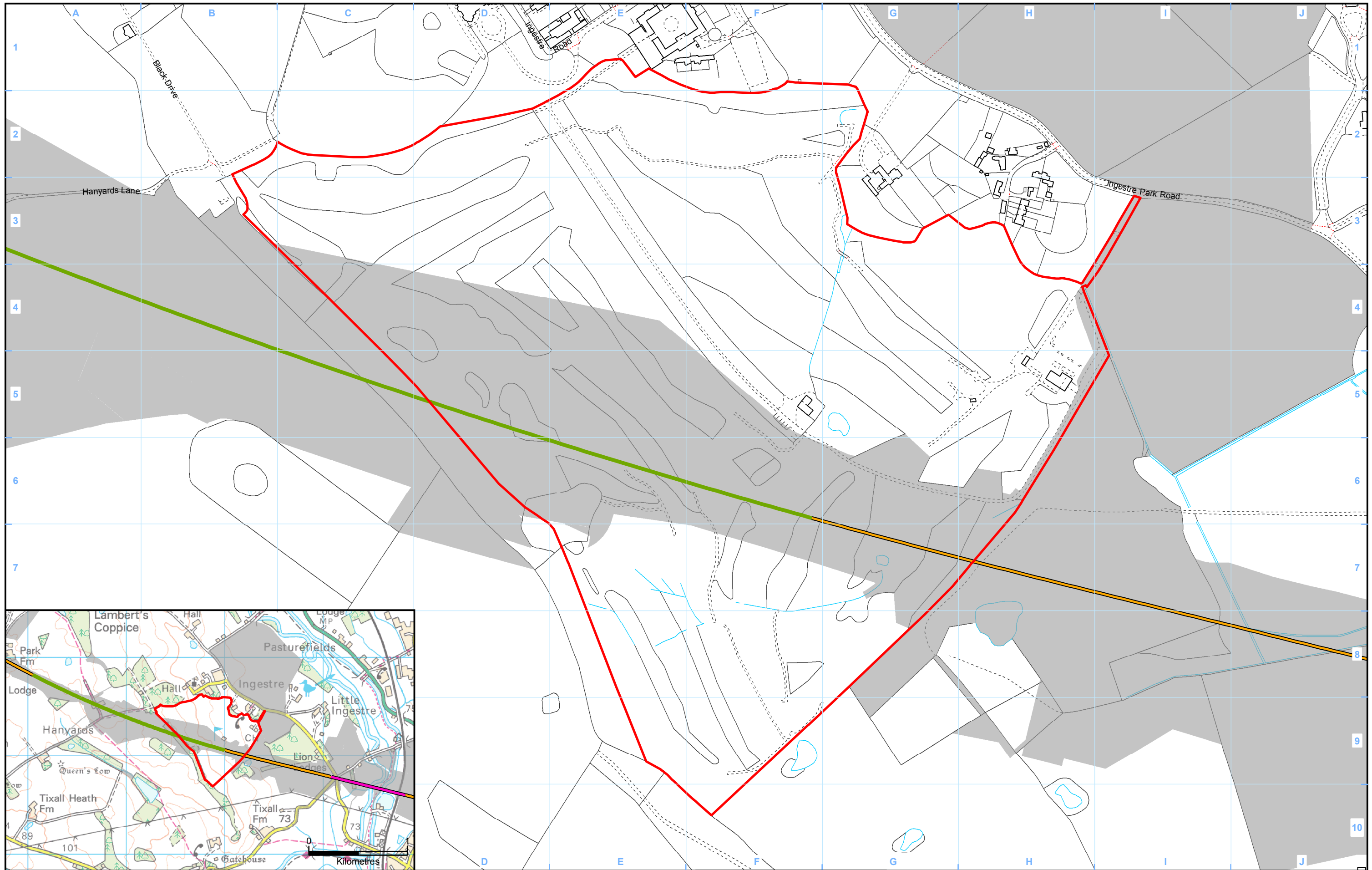


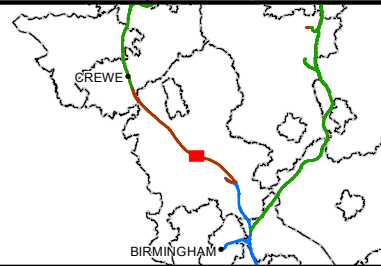


Legend

Phase 2a SES2 and AP2 ES alignment February 2019

- Cutting
- Embankment
- Viaduct

- Indicative extent of petitioner(s) property
- Hybrid Bill Limits



**High Speed Two
Petitioner Location Plan
Reference Drawing**

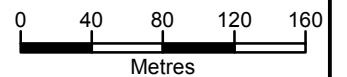
Petitioner
Ingestre Park Golf Club
Petition number
P2A-HOL-000029

HS2

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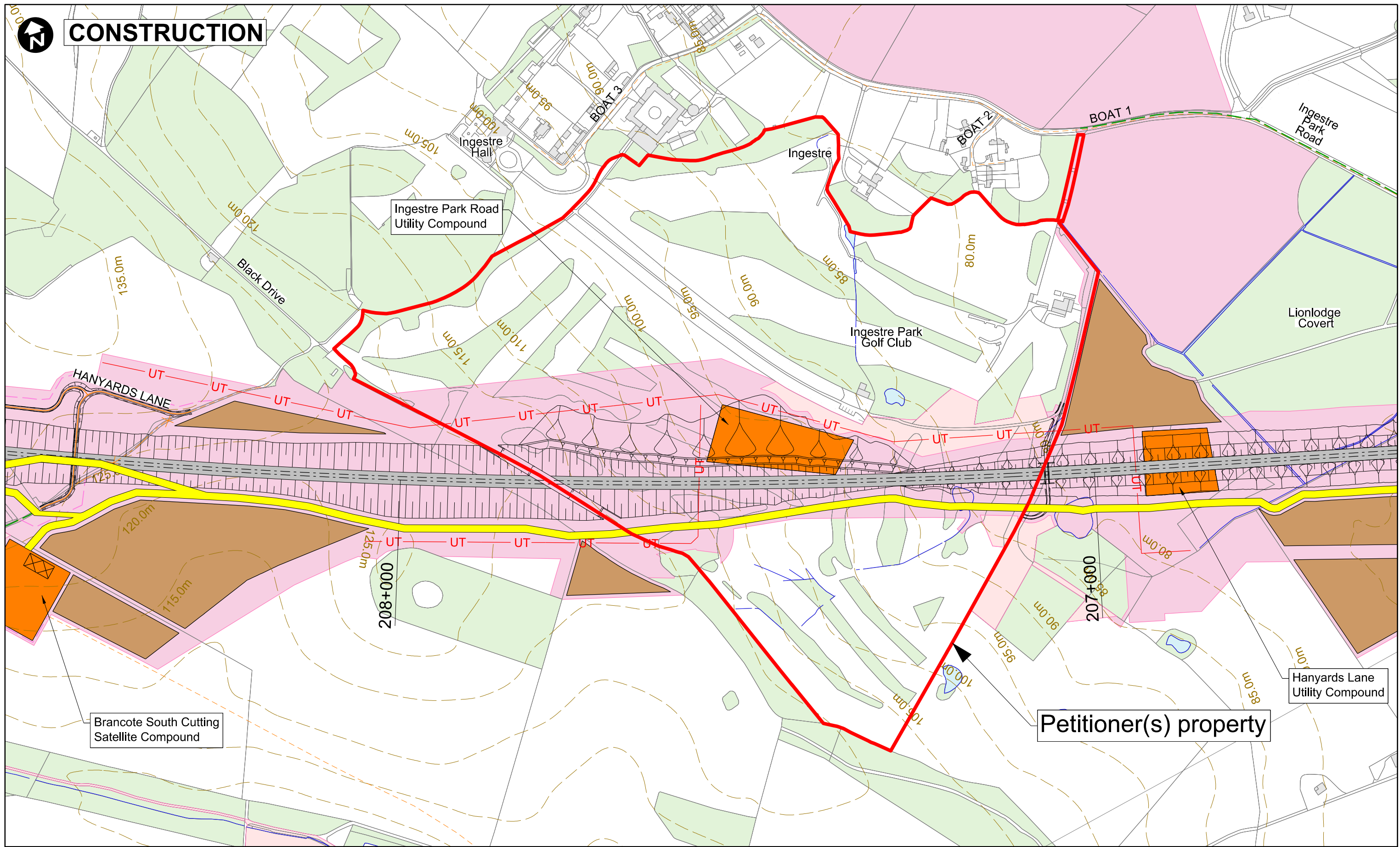
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Legends/Notes:

- Engineering earthworks
- Landscape earthworks
- Railway
- Satellite construction compound
- Indicative extent of petitioner(s) boundary

- Land potentially required during construction
- Extent of land potentially required during construction for mitigation planting
- Existing inland water
- Existing woodland
- Temporary material stockpile

- Existing public right of way (PRoW)
- New, diverted or realigned PRoW
- Stopped-up PRoW
- Main utility work
- Haul road
- Construction traffic route

HS2

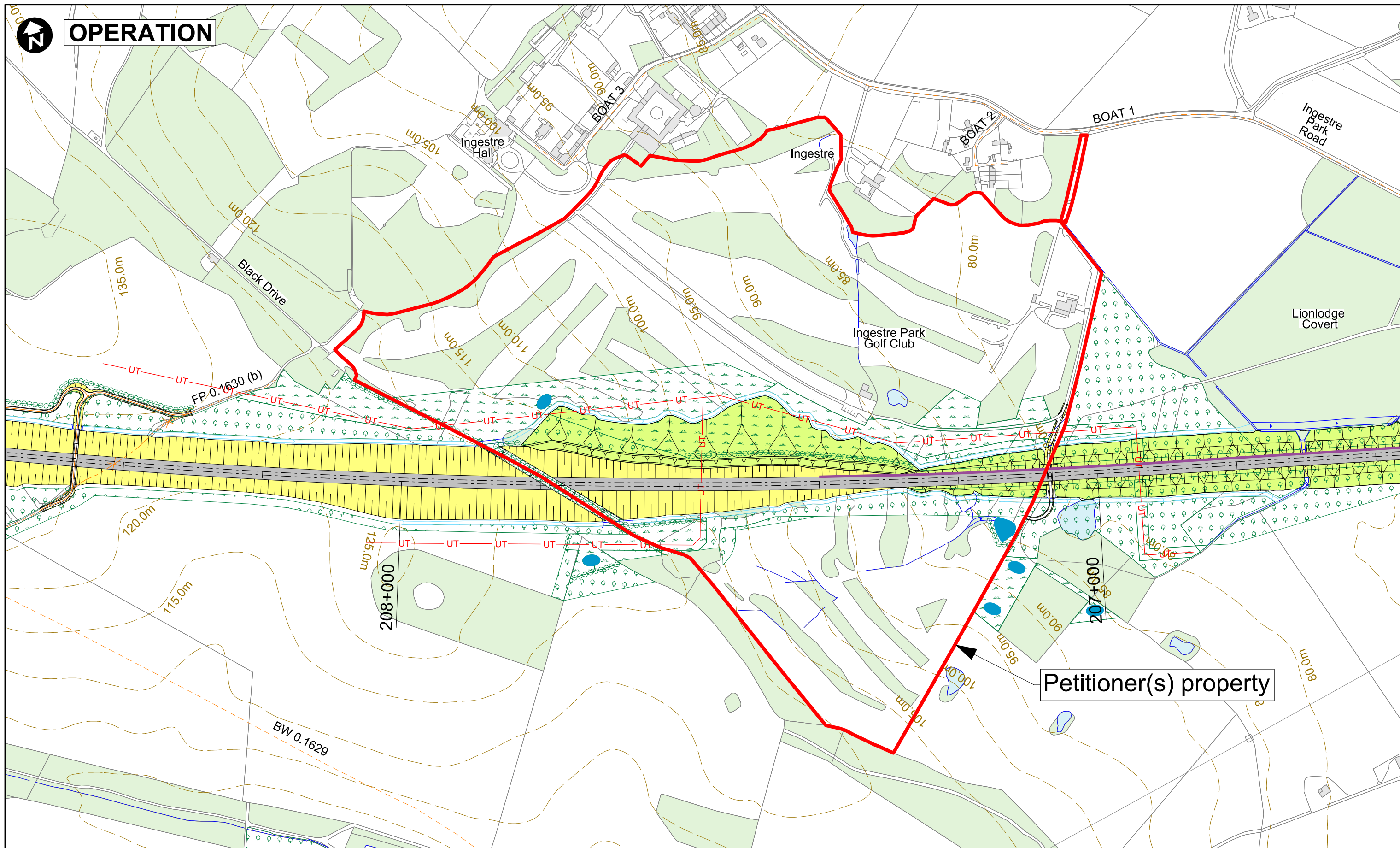
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Birmingham, B4 6GA

Creator/Originator
Ove Arup & Partners International Ltd

Zone	Community Area 2		Project/Contract	
Design Stage	Designs for Petition		C861 Hybrid Bill Additional Provision 2 AP2	
Drawing Title	Ingestre Park Golf Club		Discipline/Function	
	Petition P2A-HOL-029		Petitions	
Construction	Drawn	Checked	Approved	
	JP	DS	TE	
Drawing No.	Date	Scale	Size	
	2019/09/01	1:5000	A3	
Drawing No.			Rev.	
2PT02-ARP-PT-DSK-000-200002-PFT000029			PN1	



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Legends/Notes:

- Engineering earthworks
- Landscape earthworks
- Railway
- Woodland habitat creation
- Landscape mitigation planting
- Grassland habitat creation

- Existing inland water
- Existing woodland
- Ecological mitigation pond
- Existing public right of way (PRoW)
- New, diverted or realigned PRoW
- Stopped-up PRoW
- Main utility work
- Noise barrier
- Hedgerow habitat creation
- Ditches - new
- Watercourse diversion

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Drawing Title	Ingestre Park Golf Club Petition P2A-HOL-029		Discipline/Function Petitions	
Operation	Drawn	Checked	Approved	
	JP	DS	TE	
2PT02-ARP-PT-DSK-000-200002 PETITION	Date	Scale	Size	
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Drawing No.			Rev.	
2PT02-ARP-PT-DSK-000-200002 PETITION			001	

Select Committee Second Special Report

Ingestre Park Golf Club (No. 148)

52. 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.⁴⁶



Select Committee Third Special Report

Ingestre Park Golf Club (No. AP2–25)

79. In our Second Special Report we directed HS2 to “come to a solution that allows the golf club to continue as a community asset.” This was supported by Ingestre and Tixall Parish Council who petitioned on AP2 and told us that they were concerned that the loss of golf playing facilities (the temporary reduction of holes) could result in the financial collapse of the golf club as members may choose to play golf elsewhere.



Select Committee Third Special Report

83. The Club could operate with nine holes for six months and with 18 holes before and after this period⁵³ and perhaps offer attractive subsidised and reduced fees to golfers whilst the new course is created. The club was concerned that the realignment would reduce the visibility at the first Tee. Security cameras for this area could also form part of the Golf Club's claim for compensation.

84. HS2 told us that the Secretary of State would be happy to support this way forward. 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.



Promoter's Response to Select Committee Third Special Report

- 25 The Promoter welcomes the decision of the Select Committee and will work with Ingestre Park Golf Club to take forward the proposals in Additional Provision 2 to the Bill (AP2). The proposals in AP2 were promoted with the aim of providing an opportunity for the Golf Club to continue as a local business and employer. 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.



HS2's independent expert advisor on golf course construction and operation

Alan Walker

Qualified Golf Course Architect - Member of the European Institute of Golf Course Architects (EIGCA)
PGA Master Professional and Past Captain of the PGA of GB&I.

Owner and operator of Garon Park Golf Complex (27-hole daily fee/membership golf complex).

Mr Walker has been the golf course architect for six full 18-hole golf courses, in addition to several smaller golfing projects in the UK.



Bill reconfiguration scheme – indicative layout – May 2019

Reconfigured golf course layout prepared by Alan Walker on behalf of HS2 Ltd.

The land edged blue is indicative layout of reconfigured Ingestre Park Golf Club (as presented by the Promoter to House of Commons Select Committee on 8 May 2019).



Assurances – 15 May 2019

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.



Assurances – 15 May 2019

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.



Assurances – 15 May 2019

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."



Current estimate of the landowner's compensation claim

£2M to £3M on the basis of extinguishment of the golf club as a commercial undertaking.

After selling the land (not required for the railway) the net cost of compensation to the Promoter will be £1.25M to £1.75M.

This is supported by work undertaken on Phase 1 and comparison of courses available on the market or recently sold.



Golf course market overview (1 of 2)

Golf course	Sold or Under Offer
Burgham Park Golf Course, Northumberland	£1.4m - March 2019
Hagley Golf Course and Country Club	£2.25m - March 2017
Sapey Golf Course, Worcestershire	£1.25m - June 2017
The Springs Golf Course (plus 32 bed hotel)	£3.5m - June 2017
Darenth Valley Golf Club, Kent	£1.8m - 2016
Park Wood Golf Club, Kent	£1.6m - 2016
Cranleigh Golf Club, Surrey	£2.75m - 2016
Charts Hill Golf Club, Kent	£2.5m - September 2017
Former Canford Magna Golf Club, Wimbourne	£3.75m – January 2018
North Downs Golf Club, Surrey	£1.5m (u/o) - June 2018
Chipstead Golf Club, Surrey	£1.5m + free year subscription to members = £2m

Golf course market overview (2 of 2)

Golf course	Sold or Under Offer
Cold Ashby Golf Club, Northampton	U/o June 2018
Styrrup Hall Golf Club, Nottinghamshire	U/o £1.7m - June 2018
Costessey Park Golf Club, Norwich	Available £1.5m - June 2018
Peterstone Lakes, Cardiff	Available £1.5m
Huntswood Golf Course	£1.75m
World of Golf Croydon	£4.4m - June 2018
Chatham Golf Centre	£3.375m – December 2018
Sweetwoods Golf Club, Kent	£2.95m - June 2019
Paultons Golf Centre, Hampshire	£2.7m – September 2019



Equivalent reinstatement

Rule 5 of the Land Compensation Rules applies only in a case where land is, and but for the compulsory acquisition would continue to be, devoted to a purpose of such a nature that there is no general demand or market for land for that purpose. The Club's land subject to compulsory acquisition under the Bill is part of a private members golf club which is devoted to the purpose of playing golf. The question therefore is whether there exists a general demand and market for land for that purpose.

The Promoter's case is that such a general demand and market exists for golf courses and also, for that matter, private members clubs and will remain in existence, as and when the Club's claim for compensation comes to be assessed in accordance with the Land Compensation Rules, following the exercise of compulsory acquisition powers under the Bill as enacted.



Resolution of disputes as to basis for assessment of compensation

In any event, as you will be aware, the Upper Tribunal (Lands Chamber) is a specialist valuation tribunal established by statute for the very purpose of resolving disputes...about the correct basis for the assessment of land compensation under the Land Compensation Rules. The Promoter considers that it would be inappropriate for the Select Committee to be called upon to usurp the specialist valuation function of that Tribunal, by giving a direction as to which of the Land Compensation Rules applies (or will apply) to the Club's land.

In recognition of the Club's desire to obtain certainty as to the basis of compensation earlier than a Tribunal award would provide, the Promoter offered the Club an opportunity to resolve the basis of compensation through the well-recognised alternative dispute resolution ("ADR") mechanism of Early Neutral Evaluation (ENE). The Club has rejected this offer and has decided not to engage with ADR at all.



Reconfigured Ingestre Park Golf Club – Timeline (1 of 2)

- Environmental surveys up to September 2021
 - Ongoing work on design and draft technical reports by Ingestre Park Golf Club (IPGC) with input from HS2
 - Housing and Planning Act (HPA) Notice for environmental surveys served August 2020; effective September 2020 - March 2021
 - HPA Notice for archaeological geophysical investigations served August 2020; effective November 2020
 - HPA Notice for further intrusive archaeological trial trenching evaluation to follow to be effective November 2020 – December 2020
 - HPA Notice for Intrusive GI survey to be served October 2020; effective November 2020 - December 2020
 - Early Notification of Possession Requirement in September 2020
 - Acceptance of final scheme and Royal Assent in December 2020
 - IPGC expected to make planning application by January 2021 in respect of retained land
 - Secretary of State makes Planning Direction by 31st January 2021
-

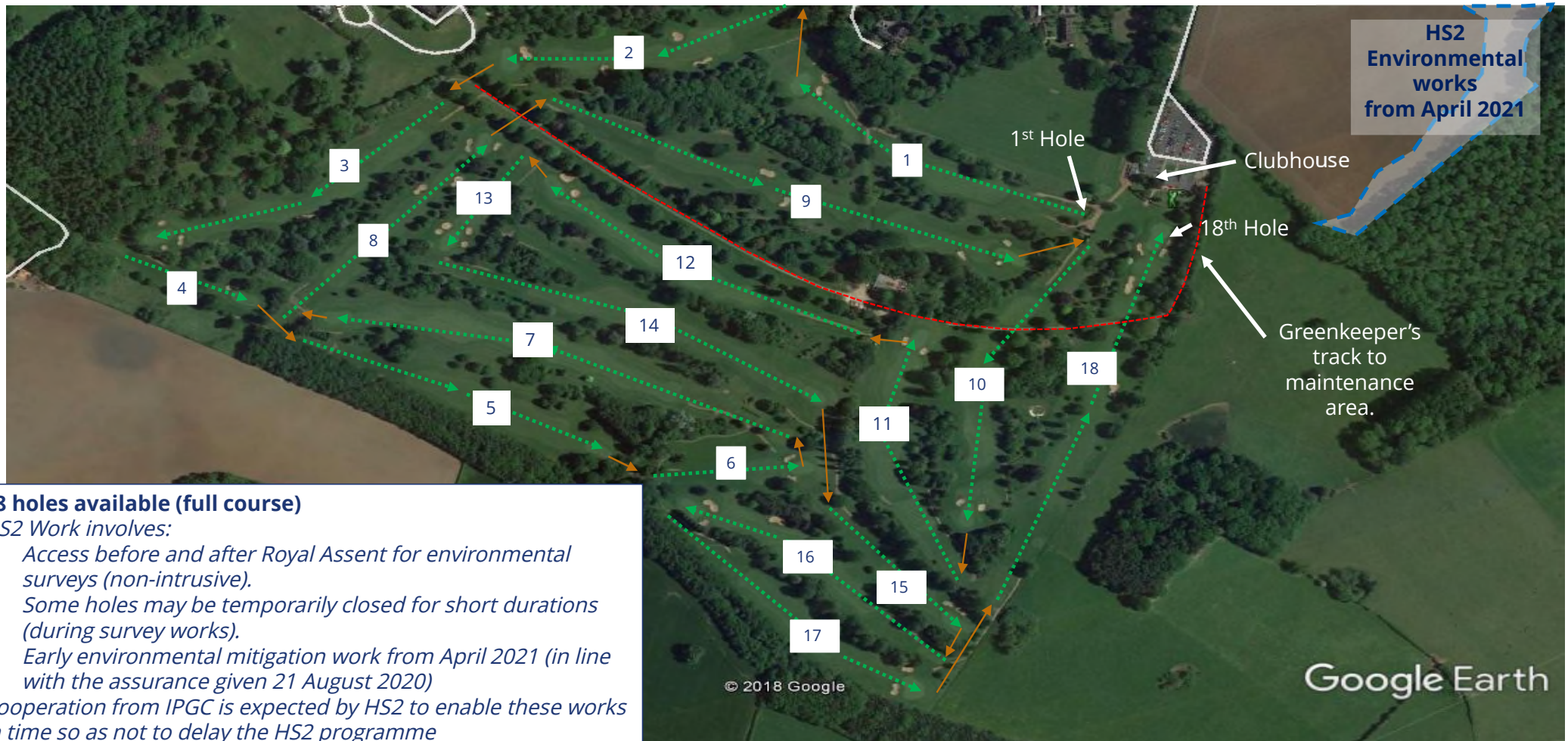
Reconfigured Ingestre Park Golf Club – Timeline (2 of 2)

- Serve Possession Notice January 2021 for possession and handover of land to IPGC by April 2021
- By March 2021
 - IPGC to discharge of any pre-construction conditions on the Planning Direction
 - IPGC secure planning permission for works outside Bill limits to the retained holes
- HS2 Serve Notice for Surveys to cover requirements for period April 2021 onwards
- Possession of land in April 2021 to allow IPGC to start delivery
- 18 holes of golf up to January 2022 while collaborating with HS2 to carry out surveys
- HS2 serve Possession Notice August 2021 for possession January 2022 (leaving at least nine holes in play)
- Between January and September 2022, HS2 to take possession of part for Cadent works and associated works (nine holes maintained)
- HS2 to take full possession of the land from the Golf Club in September 2022 to meet the HS2 construction programme



Existing 18 hole golf course until January 2022

2019				2020				2021				2022				2023				2024			
Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4



18 holes available (full course)

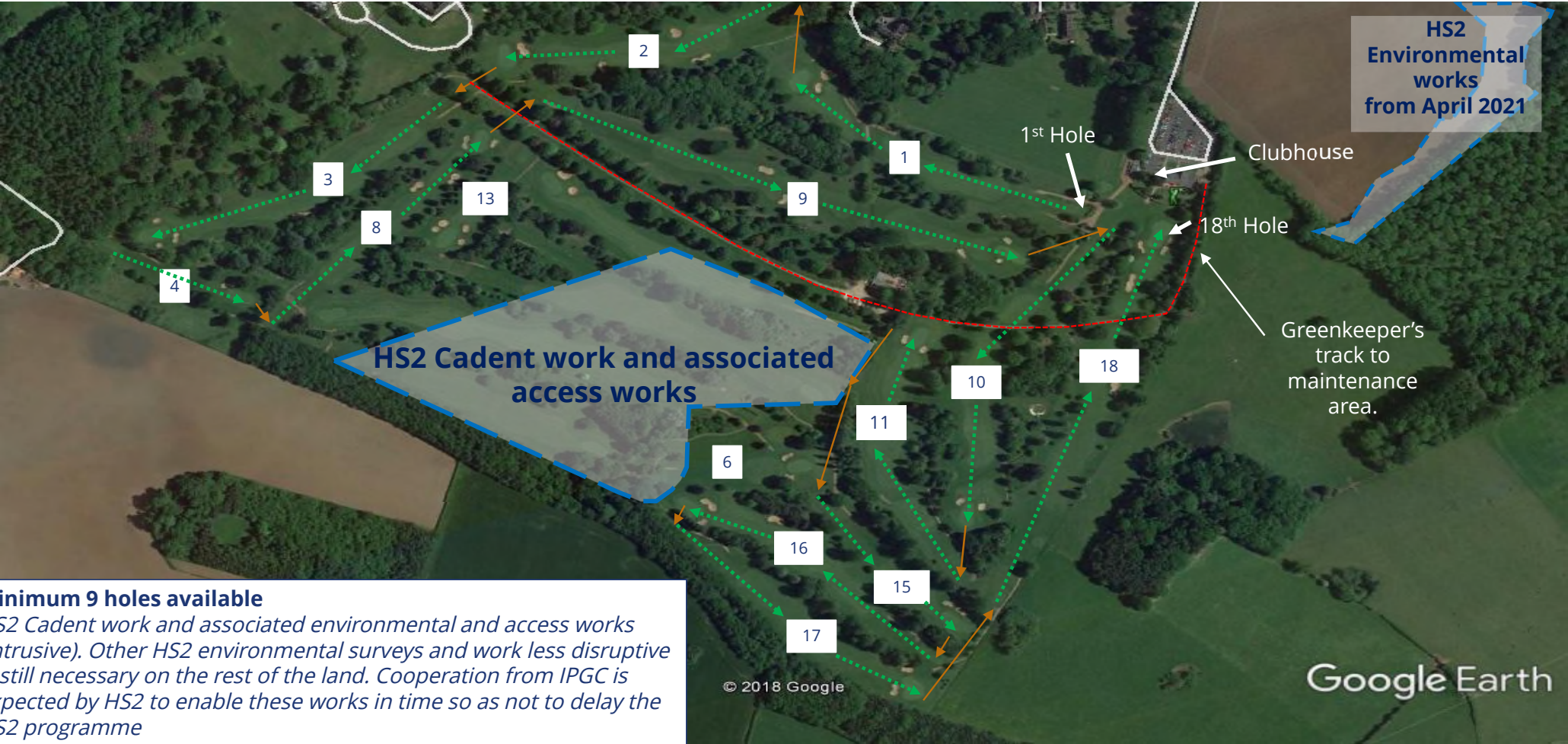
HS2 Work involves:

- Access before and after Royal Assent for environmental surveys (non-intrusive).
- Some holes may be temporarily closed for short durations (during survey works).
- Early environmental mitigation work from April 2021 (in line with the assurance given 21 August 2020)

Cooperation from IPGC is expected by HS2 to enable these works in time so as not to delay the HS2 programme

Maintain nine holes minimum from January 2022 to September 2022

2019				2020				2021				2022				2023				2024			
Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4



Maintain nine holes minimum from January 2022 to September 2022

13 complete holes will remain intact during the period from January 2022 to September 2022.

There is a 12-hole routing that starts from the existing 1st tee and finishes on the existing 18th green.

The current 13th hole is not used in the 12-hole routing as it does not lead to another playable hole. The existing 6th is not used as the teeing ground on that hole is close to HS2 Cadent work boundary.

The flow of this 12-hole routing will feel familiar to members as their existing hole sequencing is the same or very similar to the club's current golf course. There is a small walk to connect hole 11 to hole 15.

The 12-hole routing offers two Par 5 holes, one Par 3 hole and 9 Par 4 holes, making for a very playable course.



Feasibility to maintain 18 holes - from January 2022 to September 2022

The 12-hole routing offers two Par 5 holes, one Par 3 hole and nine Par 4 holes, making for a very playable course.

There is an option to play the 12-hole routing as outlined and then play the 1st, 2nd, 3rd, 4th 8th and 9th holes again that when completed would make **18 holes** in total.

This is an option and could be adopted by the club for specified major competition days so that some competitions could be accommodated.



Less than nine holes from September 2022

2019				2020				2021				2022				2023				2024			
Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4



Less than 9 holes : up to 7 existing playable holes available

HS2 Work involves:

- Intrusive BPA works, followed by Main Works
- Cooperation from IPGC is expected by HS2 to enable these works in time to not delay the HS2 programme

Less than nine holes from September 2022

The following assumptions indicates the number of existing holes which can be used for a workable golf club routing.

- **Five existing holes** maintained without any adjustments to the hole:
 - Holes 1, 2, 3, 9 are four holes with no impact and can be used without any adjustments.
 - Hole 13 with the south east corner being clipped yet hole 13 green is not impacted, assume still playable.
- **Two existing holes** maintained with some adjustment works to the hole:
 - Hole 8 reduced to 203m/223 yards, to be played as a Par 3 hole instead of Par 4 with the tees to be located in existing grassland away from HS2 work area.
 - Hole 18 shortened to 95m/104 yards, to be played as a Par 3 hole instead of Par 5, by relocating the tees to the north of HS2 work area.

Therefore **seven of the existing holes** can be reused as playable holes for the reconfigured IPGC without significant disruptive works (which would require consent) to create functionable golf.



IPGC reconfiguration from September 2022 onwards

The following slide reports on the reconfiguration design from International Design Group (IDG) July 2020 which utilises some of the remaining holes.

- The IDG design reuses six of the existing holes and assumes obtaining consent to the reconfiguration works on the existing course to two holes, outside the provision of the AP2 Bill.
- The IDG design assumes to construct 12 new holes on the land included in the AP2 Bill.



IDG's design reconfigured 18 holes from September 2022

The proposed routing prepared by IDG offers the club 18 holes of golf with the 1st and 10th holes starting from the clubhouse area and the 9th and 18th holes finishing in the same area.

To achieve this routing BOAT 1 is crossed four times whilst playing the full 18 holes.

The proposed routing utilises only four of the existing holes at Ingestre GC (current 1st, 2nd, 3rd and 9th holes). The proposed routing assumes the reconfigured use of the current 8th and 18th holes subject to consent outside the provision of the AP2 Bill.

Course construction would have to commence no later than 1st April 2021 for the reconfigured course to be ready for play in Q3 of 2022 (subject to weather conditions during construction and through the grow-in period).



Potential impacts due to any delay in reconfiguration works

The golf club reconfiguration works are seasonal and will be undertaken in the spring/summer months.

If the club fails to complete the works by September 2022 the delay is likely to be for one year until September 2023.

HS2 cannot delay the Phase 2A construction works by one year which would:

- fail to meet the programme targets.
- significantly increase cost and risks many times the cost of the golf course works.
- be unacceptable to the Promoter.



Reconfigured IPGC – Planning Permission

Assurances - 28th June 2018

“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”.



Reconfigured IPGC – Planning Permission

Planning Direction on AP2 Land:

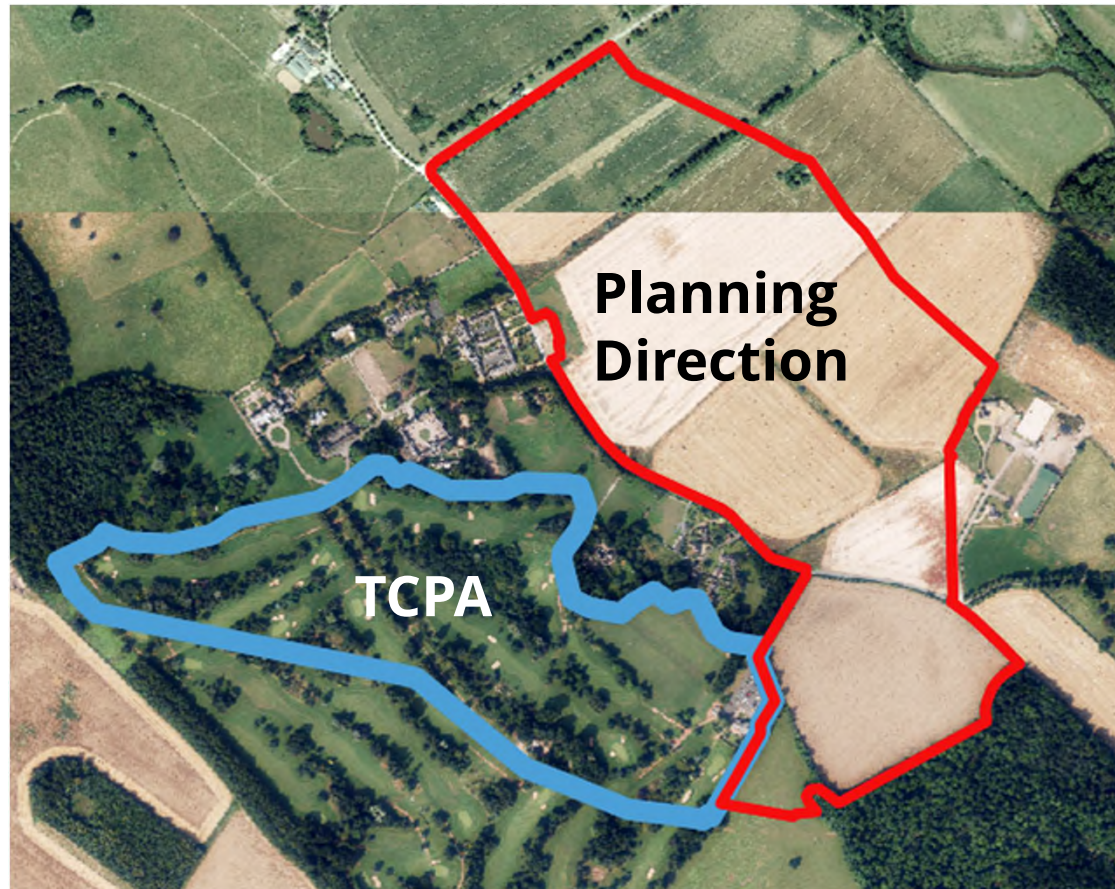
- The Secretary of State will grant planning permission for the land within Bill limits (Clause 47) for the reconfigured golf course. This includes works on the 12 new holes.

Planning Permission for Works Outside Bill limits:

- IPGC are proposing changes to the retained golf course in order to facilitate the use of the remaining holes for their preferred routing.
- Such works may require planning permission, such as any major earthworks. However other minor works of a more minor nature are unlikely to require planning permission.
- The Golf Course would need to submit a planning application through the Town and Country Planning Act (TCPA) to Stafford Borough Council for these works.



IPGC – Planning Direction and TCPA



Indicative boundaries subject to Bill limits and detailed designs

IPGC – Planning Direction

The Petitioner to provide in a timely manner to the Secretary of State all relevant planning information reasonably required by the Secretary of State to facilitate the making by the Secretary of State of the Planning Direction.

The Planning Direction will grant planning permission subject to conditions. These are likely to include:

- Completion of ecology surveys and management plan
- Archaeology
- Surface water drainage
- Construction Management (including working hours, traffic/access, etc)



Environmental Mitigation Assurance (1 of 2)

Assurances – 21st August 2020

1. Subject to the conditions in paragraph 2 being satisfied, the Secretary of State will require the nominated undertaker to relocate the Grassland Habitat Creation and the Mitigation Pond from the Orange Land to the Red Land.

2. The conditions referred to in paragraph 1 are:
 - a. that the Secretary of State is satisfied that the Grassland Habitat Creation and Mitigation Pond can be delivered on the Red Land without giving rise to any new or different significant environmental effects from those assessed in the Environmental Statements accompanying the Bill;
 - b. that the Secretary of State is satisfied that the Grassland Habitat Creation and Mitigation Pond can be delivered on the Red Land within the existing powers of the Bill;
 - c. the Secretary of State securing any and all necessary consents for delivering the Grassland Habitat Creation and the Mitigation Pond on the Red Land within a timescale consistent with the construction period for the Proposed Scheme; and
 - d. the Secretary of State being of the view that the relocation of the Grassland Habitat Creation Land and the Mitigation Pond to the Red Land does not prejudice the safe, timely and economic delivery of the Proposed Scheme and can be delivered within the construction programme for the Proposed Scheme.



Environmental Mitigation Assurance (2 of 2)

Assurances – 21st August 2020

3. Nothing in this assurance shall prevent the Secretary of State from exercising the powers conferred by the Bill over the Orange Land for the purposes of the Grassland Habitat Creation and the Mitigation Pond:
- a. in the event that the conditions in paragraph 2 are not satisfied; and
 - b. to the extent that the Red Land is insufficient to accommodate the habitat mitigation.”



Environmental surveys

- A summary of all the available environmental survey information within 500m of the reconfigured Ingestre Park golf course (the 'study area') was issued to IPGC on 24 July 2020.
- This included survey information on the following:
 - Ecology
 - Cultural heritage
 - Soils
 - Hydrology
 - Ground investigations
- The report described the surveys which have been undertaken, noted important features recorded within the study area and highlighted where further surveys were required.
- Survey and assessment data used in the Phase 2a Environmental Impact Assessment has been publicly available since the deposit of the Bill and each Supplementary Environmental Statement and Additional Provision.



Environmental surveys

The following additional surveys are still required to inform the construction of the reconfigured course (subject to the final design of the reconfigured course):

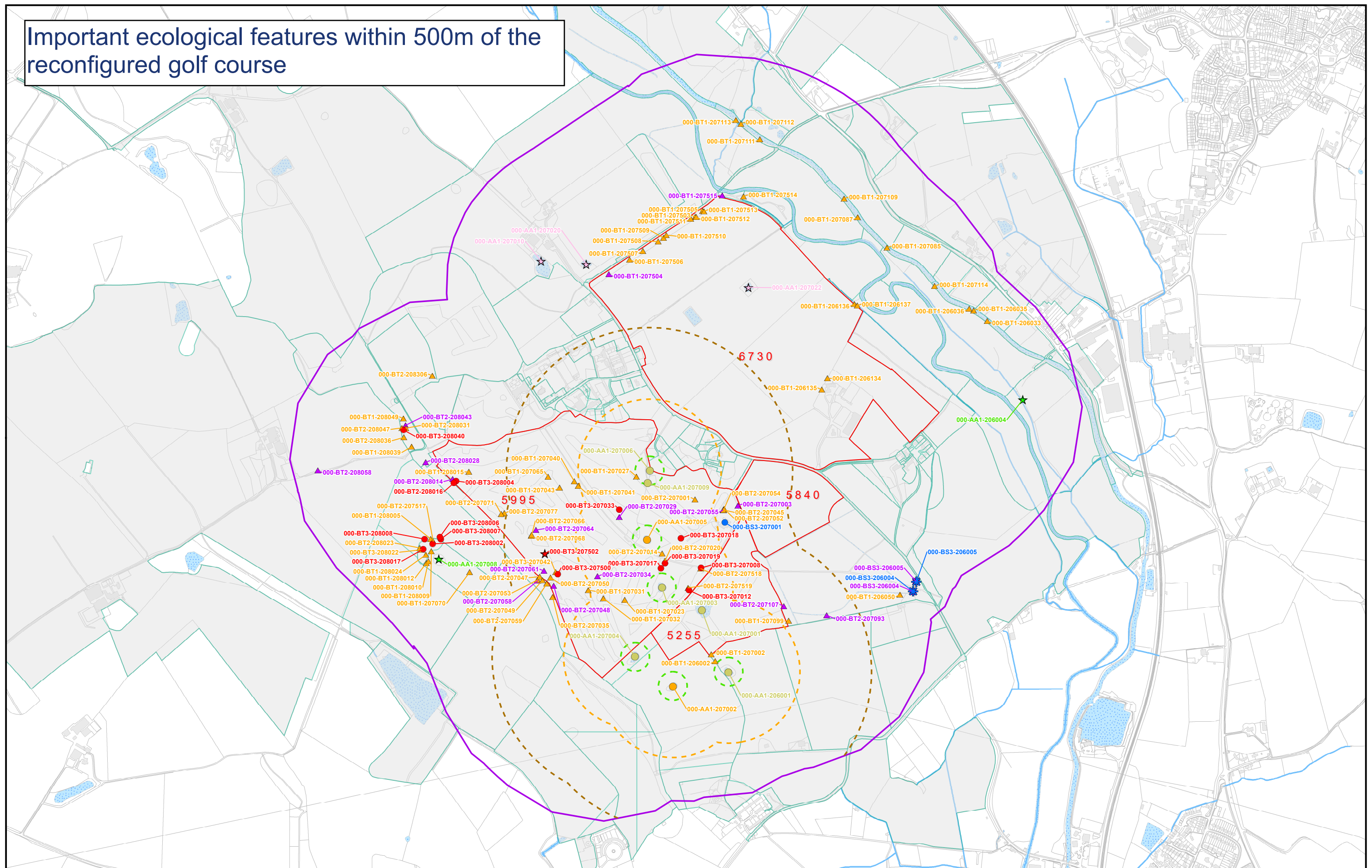
Survey	Land parcels	Programme
Amphibians (great crested newt)	6730	March 2021 – May 2021
Bat (tree assessment and follow on survey if required)	5840, 5995 & 5255	December 2020 – September 2021
Badger	5255	November 2020
Otter	6730	November 2020 – July 2021
Water vole	6730	April 2021 – July 2021
Breeding birds	5255, 5840, 6730 & 6965	March 2021 – June 2021
Wintering birds	5255, 5840, 6730, 6966	October 2020 – March 2021
Reptiles	5255 & 6730	August 2020 – October 2020
Tree	6730	August 2020
Hedgerow	5840 & 5255	June 2021
Archaeological geophysical survey	5255 & 5995	August 2020 - November 2020
Archaeological trial trenching evaluation	6730, 5840 & 5255	November 2020 – December 2020

Proceeding with planning and construction works with partial environmental survey data

- Due to the COVID-19 pandemic there has been a delay in certain seasonal ecological surveys which are required to inform the Planning Direction and construction of the reconfigured golf course.
- Surveys have already been completed within the survey area, however further survey work is programmed between August 2020 – September 2021. These surveys will be in line with CIEEM guidelines regarding COVID-19.
- Conditions will be required within the Planning Direction to address any absent survey data. This approach will need to be agreed by the Local Planning Authority/Secretary of State for Transport and will be specific for each relevant species.
- By working within Defra/Natural England wildlife licencing policy (specifically Policy 4), it is possible to predict ecological impacts with sufficient certainty based on data collected in the study area.
- IPGC have specified that works on the reconfigured course will need to begin in April 2021. HS2 Ltd are working with the Club on the programming and sequencing of the works to ensure that this is possible, so far as reasonably practicable. For example, works may be able to start on certain areas of the site before others.



Important ecological features within 500m of the reconfigured golf course



Legend

- Legend:**
- Ingestre land parcels
 - 500m buffer
 - Ingestre and land parcels in the buffer
- GCN water bodies**
- 50m from all GCN water bodies
 - 250m from all GCN water bodies
 - 500m from all GCN water bodies

Great Crested Newt survey location

-  Great Crested Newts present (6 visits) - medium population (11 - 99 adults)
-  Great Crested Newts present (6 visits) - small population (1 - 10 adults)
-  Scoped in - Habitat Suitability Index (HSI)/walkover only
-  Scoped in - no access permission

Bat roost - trees

-  Maternity roost
-  Other roost; Satellite; Not determined
-  High Potential
-  Moderate Potential

Bat roost - building

- Other roost; NA; Satellite
- ✱ Multiple roost types; Summer or Hibernation
- High Potential

Figure 2

Important ecological features

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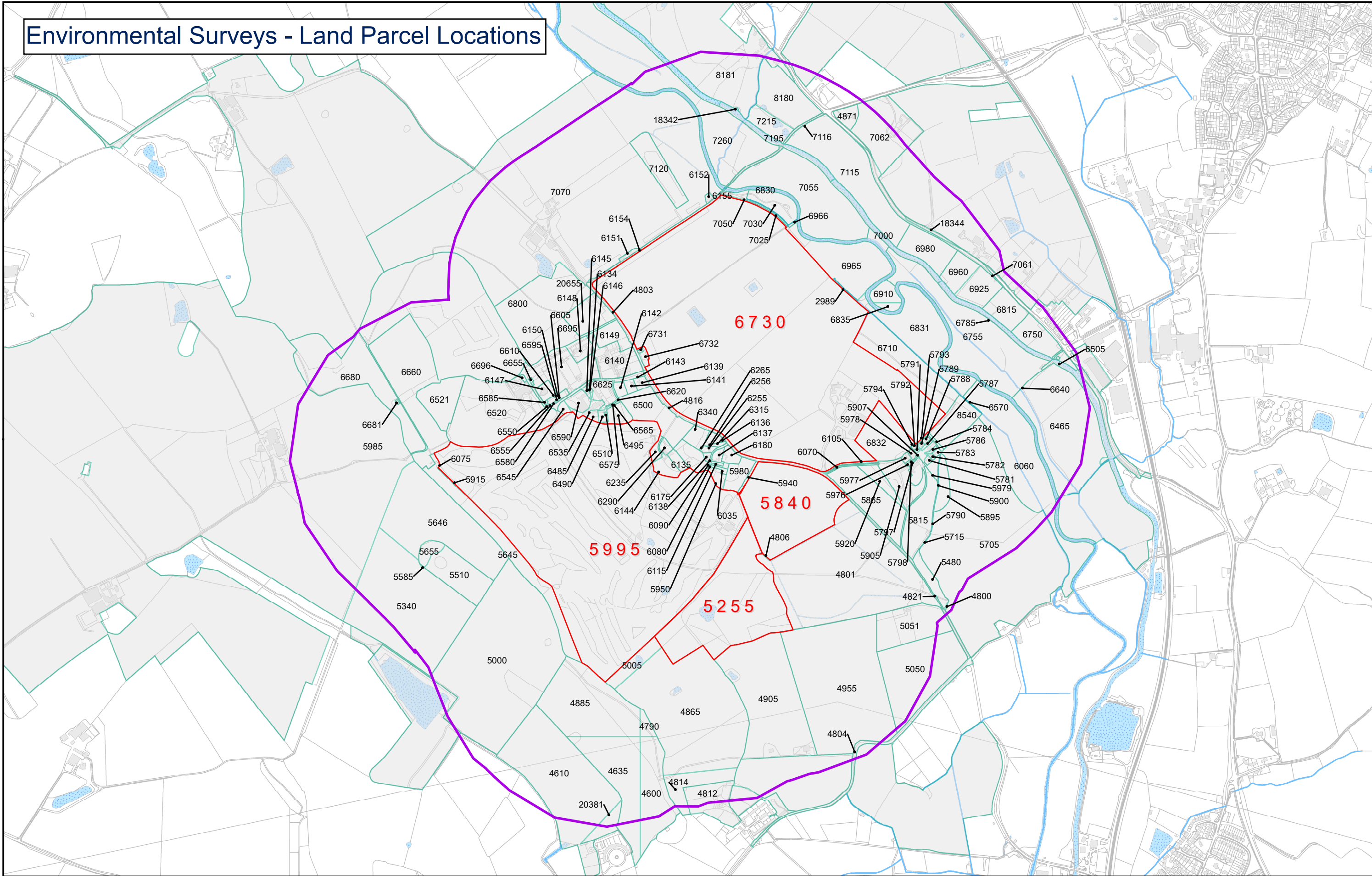
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Environmental Surveys - Land Parcel Locations



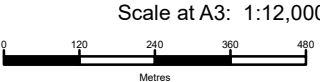
- Legend**
- Ingestre land parcels
 - 500m buffer
 - Ingestre and land parcels in the buffer

Figure 1
Land parcel location

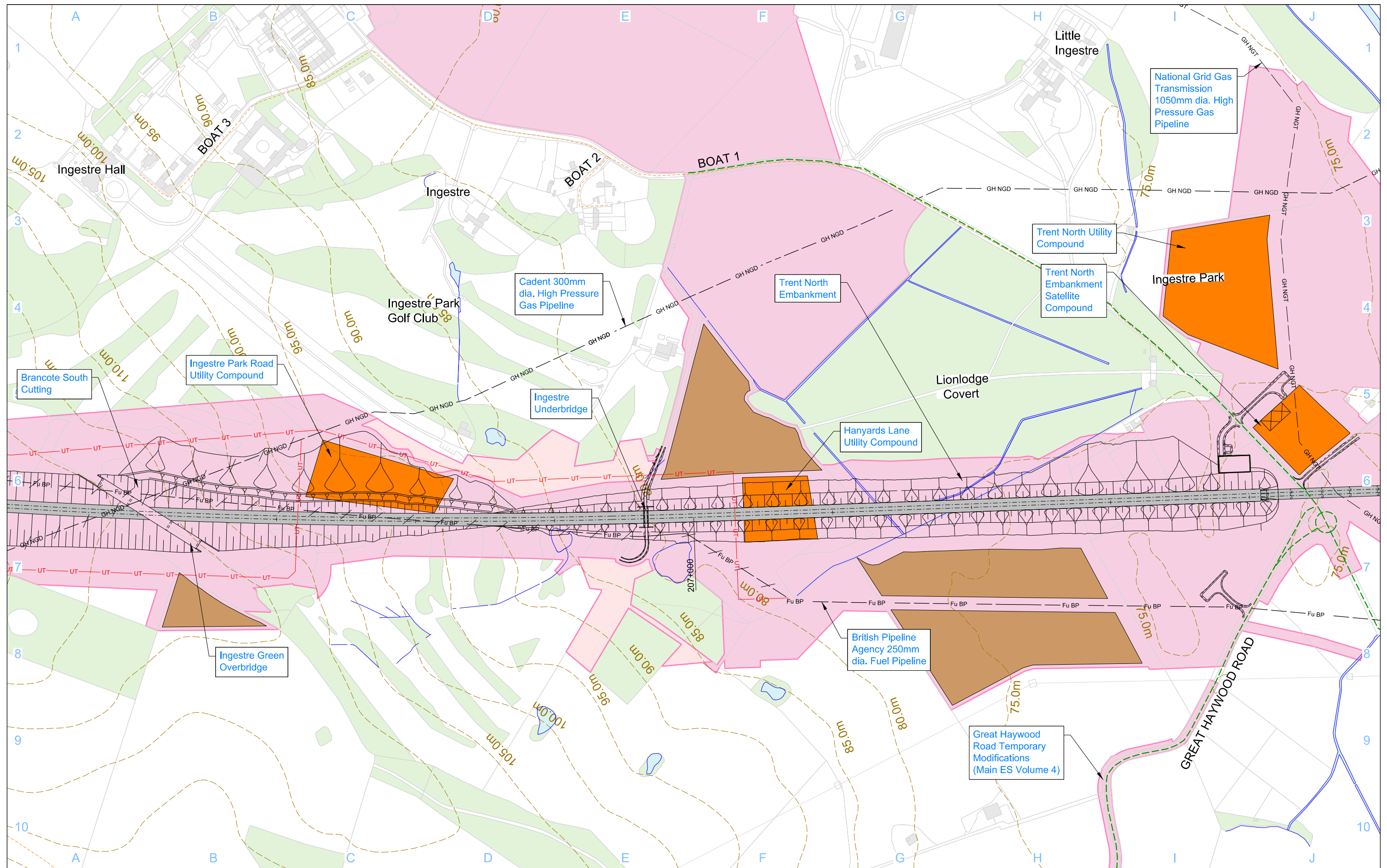
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Legend

Depot, station, headhouse or portal building

Tunnel portal

Main construction compound

Satellite construction compound

Railway systems compound

Temporary material stockpile

Borrow Pit

Storage / prefabrication / laydown areas

Land potentially required during construction

Extent of land potentially required during construction for mitigation planting

Temporary replacement community facility

Community Area boundary

Tunnels external extent

Construction traffic route

Existing Public Right of Way (PRoW)

New, diverted or realigned PRoW

Stopped-up PRoW

Temporary PRoW diversion / realignment

Landscape earthworks

Engineering earthworks

Temporary highway diversion / realignment

Main utility works

Rail alignment

Chainage (e.g. 10+000)

Existing woodland

Existing buildings

Existing inland water

Existing watercourse

Existing contours

Rail alignment formation

Temporary workers accommodation

Map Number

Based on CT-05-213

Map Name

Mark-up of CT-05 showing existing major utilities (NG, Cadent & BPA)

Community Area

CA2 Colwich to Yarlet

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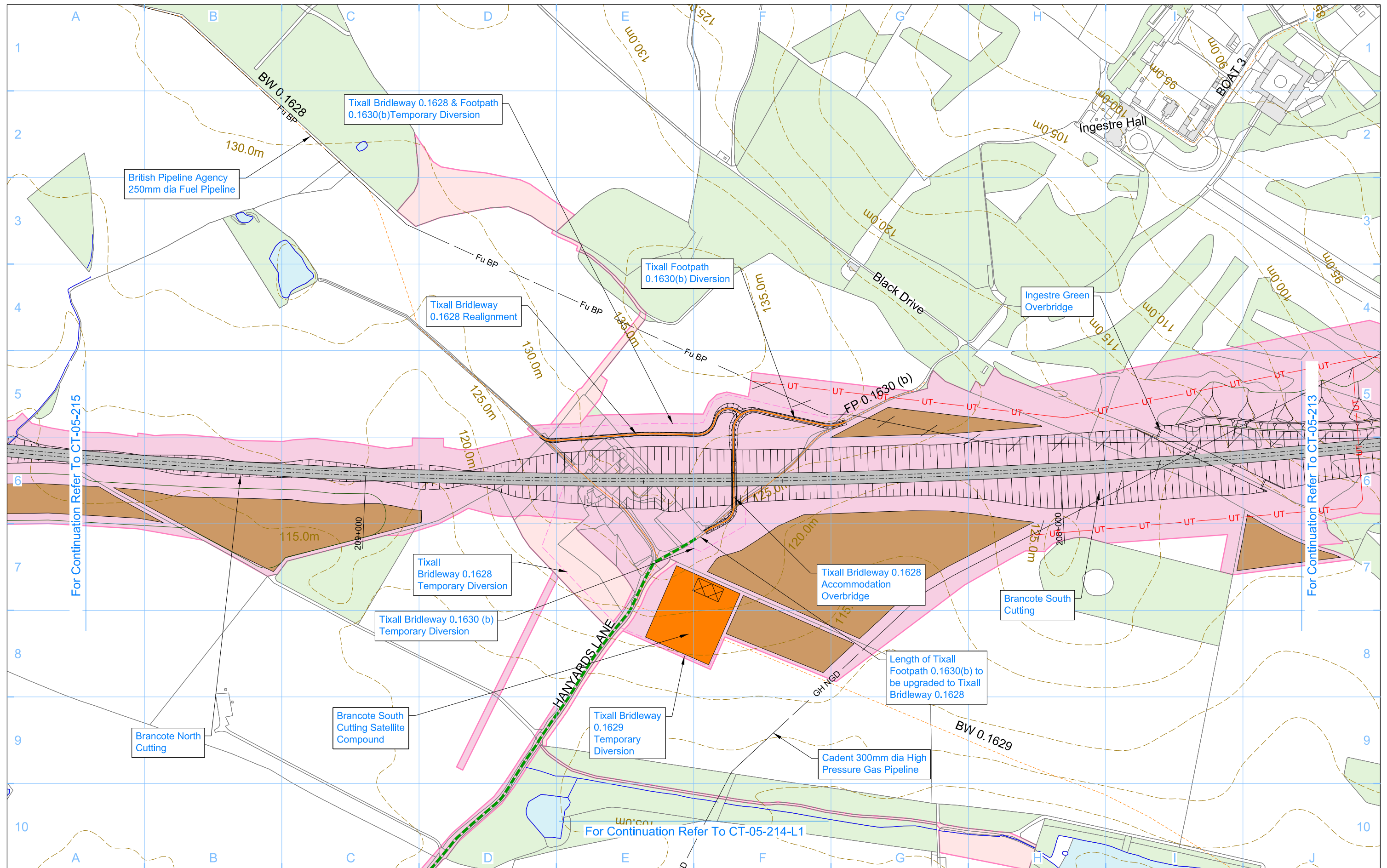
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Metres

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P00.1



Legend

Depot, station, headhouse or portal building	Borrow Pit	Community Area boundary	Landscape earthworks	Existing woodland
Tunnel portal	Storage / prefabrication / laydown areas	Tunnels external extent	Engineering earthworks	Existing buildings
Main construction compound	Land potentially required during construction	Construction traffic route	Temporary highway diversion / realignment	Existing inland water
Satellite construction compound	Extent of land potentially required during construction for mitigation planting	Existing public right of way (PRoW)	Main utility works	Existing watercourse
Railway systems compound	Temporary replacement community facility	New, diverted or realigned PRoW	Rail alignment	Existing contours
Temporary material stockpile		Stopped-up PRoW	Chainage (e.g. 10+000)	Rail alignment formation
		Temporary PRoW diversion / realignment		Temporary workers accommodation

Map Number
Based on CT-05-214

Map Name
Mark-up of CT-05 showing existing major utilities (NG, Cadent & BPA)

Community Area
CA2 Colwich to Yarlet

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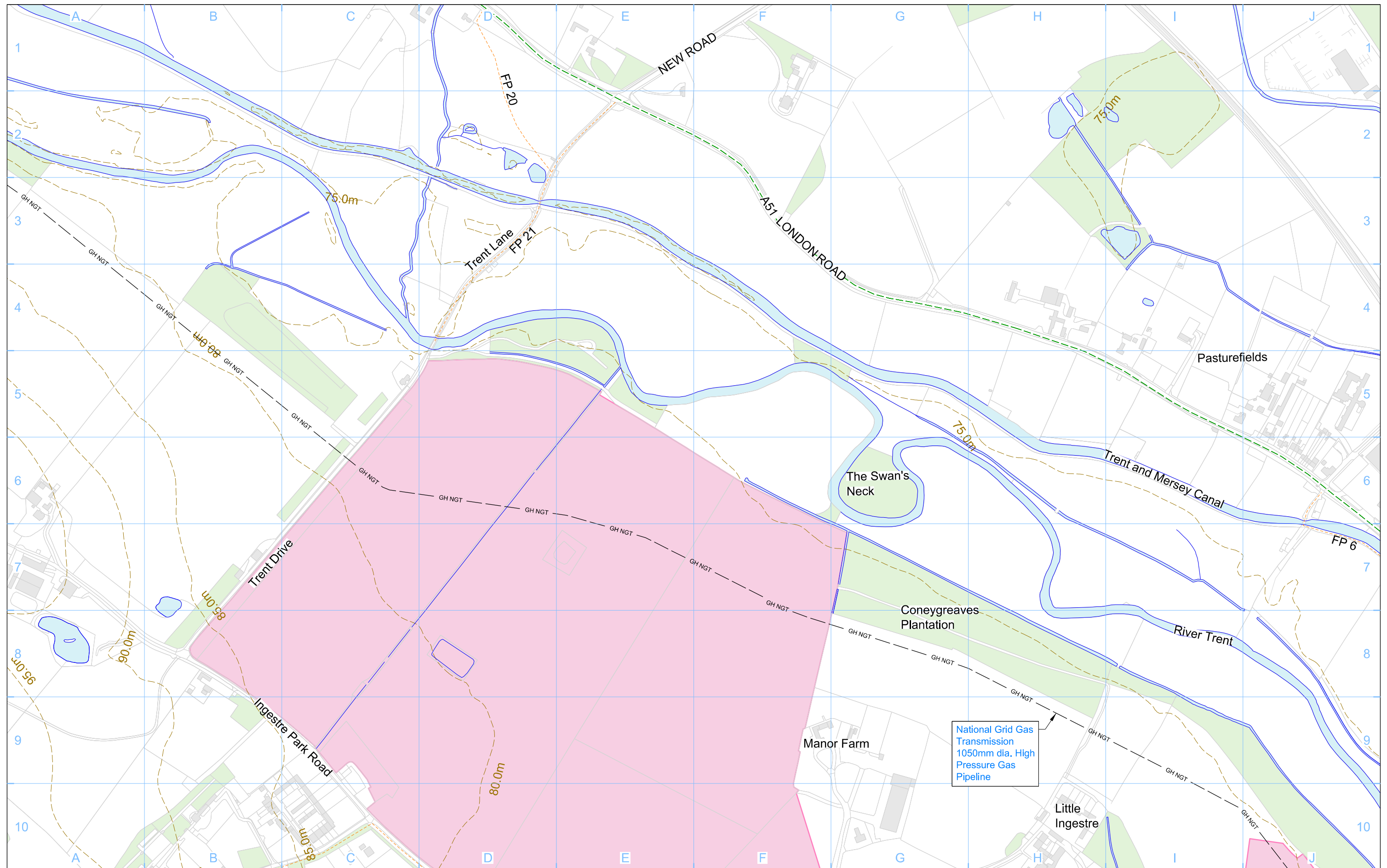
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Legend

Depot, station, headhouse or portal building	Borrow Pit	Community Area boundary	Landscape earthworks	Existing woodland
Tunnel portal	Storage / prefabrication / laydown areas	Tunnels external extent	Engineering earthworks	Existing buildings
Main construction compound	Land potentially required during construction	Construction traffic route	Temporary highway diversion / realignment	Existing inland water
Satellite construction compound	Extent of land potentially required during construction for mitigation planting	Existing Public Right of Way (PRoW)	Main utility works	Existing watercourse
Railway systems compound	Temporary replacement community facility	New, diverted or realigned PRoW	Rail alignment	Existing contours
Temporary material stockpile		Stopped-up PRoW	Chainage (e.g. 10+000)	Rail alignment formation
		Temporary PRoW diversion / realignment		Temporary workers accommodation

Map Number
Based on CT-05-213-R1

Map Name
Mark-up of CT-05 showing existing major utilities (NG, Cadent & BPA)

Community Area
CA2 Colwich to Yarlet

HS2

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Mr Geoff Matthews
The Honourable Secretary
Kingston Hill Golf Club Limited
t/a Ingestre Park Golf Club
The Clubhouse
Ingestre
Stafford
ST18 0RE

24 October 2019

Dear Geoff

**HIGH SPEED RAIL (WEST MIDLANDS – CREWE) BILL – HOUSE OF LORDS SELECT COMMITTEE:
PETITION HS2-P2A-000148, HS2-AP2-049, HS2-HOL-029 – 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 concerns about the impact of Phase 2A of HS2 (known as 'the Proposed Scheme') and has submitted a petition on that basis against the Bill in the House of Lords.

I am writing to you to set out our position in relation to the issues you have raised and the measures identified to address your concerns.

Club's entitlement to compensation under rule 5 – equivalent reinstatement

The Club believe it should be granted compensation on the basis of equivalent reinstatement preferably by way of complete relocation to ensure the Club's future. Essentially, the petition seeks a determination from the Select Committee that the Club's claim for compensation arising from the acquisition, under the provisions of the Bill if enacted, of that part of their landholding which falls within the Bill limits, should be assessed on the basis of rule 5 (equivalent reinstatement) of the Land Compensation Rules, as opposed to the usual rule 2 (market value of the land acquired).

Rule 5 of the Land Compensation Rules applies only in a case where land is, and but for the compulsory acquisition would continue to be, devoted to a purpose of such a nature that there is no general demand or market for land for that purpose. The Club's land subject to compulsory acquisition under the Bill is part of a private members golf club which is devoted to the purpose of playing golf. The question, therefore, is whether there exists a general demand and market for land for that purpose.

The Promoter's case is that such a general demand and market exists for golf courses and also, for that matter, private members clubs, and will remain in existence, as and when the Club's claim for compensation comes to be assessed in accordance with the Land Compensation Rules, following the exercise of compulsory acquisition powers under the Bill as enacted. A selection of golf club sales is attached at Annex A. The Wergs Road Nursing Home that has been mentioned by the Club's advisor

was the subject of *Green v. Secretary of State for Transport* and cannot sensibly be compared with the Clubs' landholding.

In any event, as you will be aware, the Upper Tribunal (Lands Chamber) is a specialist valuation tribunal established by statute for the very purpose of resolving disputes, such as those outlined above, about the correct basis for the assessment of land compensation under the Land Compensation Rules. The Promoter considers that it would be inappropriate for the Select Committee to be called upon to usurp the specialist valuation function of that Tribunal, by giving a direction as to which of the Land Compensation Rules applies (or will apply) to the Club's land.

In recognition of the Club's desire to obtain certainty as to the basis of compensation earlier than a Tribunal award would provide, the Promoter offered the Club an opportunity to resolve the basis of compensation through the well-recognised alternative dispute resolution (ADR) mechanism of Early Neutral Evaluation (ENE). The Club has rejected this offer and has decided not to engage with ADR at all.

Extinguishment

The Club's petition seeks to remove extinguishment as a potential basis for the assessment of compensation. The effect of this would be to commit the Promoter to relocating or reconfiguring the golf course irrespective of cost.

The Promoter has a duty to the taxpayer to handle public money with probity and in the public interest. It is the Promoters position that to spend money on the reconfiguration of the course without limit or without comparison to the cost of extinguishment would not represent value for public money.

The Promoter's estimate of the cost of the 'sideways' move at the time of the House of Commons Select Committee was £4.89m. This proposal provided for the acquisition of adjoining land included within Additional Provision 2 (AP2) to the Bill in the House of Commons for relocation of 12 holes lost to the HS2 works whilst using the existing club house and car park which are unaffected by HS2 works. After a detailed review and with the benefit of some survey results on the neighbouring land the current estimate has increased slightly and now stands at £5.34m (on a like for like basis). Both figures exclude contingency, unforeseen risks, disturbance compensation, loss of profits, staff and relocation costs, VAT and SDLT.

The House of Commons Select Committee implicitly accepted the cost at £4.89m was in the public interest to replace the golf Club as a community asset and to retain the employment in Ingestre. The Promoter considers that at £5.34m the cost still sits within a plausible range being less than 10% above the original estimate with scope that this will reduce when the construction costs are competitively tendered.

In comparison, the Promoter's estimate of the value of the Club as a going concern is £2 to 3m (excluding VAT). The Promoter has invited the Club to provide its own estimate of compensation on this basis and to provide material (such as the financial accounts and staff details) to be able to refine this estimate, but the Club has not done so.

In the continuing absence of that necessary information, the Promoter must reserve its position on the basis of its own current estimate of the Club's value as a going concern. On that basis, were the actual costs of delivering the reconfigured course to increase materially further after detailed design, further survey results and/or tendering, the Promoter would be under a duty to review the case for the reconfiguration scheme (having regard to the role played by the Club as a community asset) in the

public interest, as the cost approaches twice the upper limit of the Club's value as a going concern. For this reason, extinguishment as a measure of compensation must remain on the table to enable the Promoter to fulfil its duty to the public purse. As is clear from their reported conclusions and directions, the House of Commons Select Committee recognised that reconfiguration (or reprovision) of the golf course without limit on cost was unlikely to be justified in the public interest.

Complete relocation

The Club's petition seeks a wholesale relocation to an alternative site.

The House of Commons Select Committee heard evidence from the Promoter and Dr Anne Andrews of Ingestre with Tixall Parish Council and was not persuaded to support the wholesale relocation of the Club. In paragraph 84 on page 24 of the House of Commons Select Committee's Third Special Report of Session 2017 –2019 the Select Committee stated that it expected the Club to work with the Promoter to ensure that the proposals set out in AP2 (for the sideways move) are delivered for the community and that the Club maintain current levels of employment for all their staff.

Following the House of Commons Select Committee hearing, the Club's adviser notified the Promoter on 3 August 2019 that they are not taking any steps to develop the Tixall site. Steering Group meetings were established with the Promoter and the Club to drive forward the sideways reconfiguration and the Club also confirmed during these meetings that the Club would not continue to explore the Tixall move. It is a surprise therefore that the Club maintains in its petition for a wholesale move and has brought up alternative sites for a wholesale move in recent meetings.

The cost of the Tixall move presented by the Club in the House of Commons Select Committee was £10.877m. The Club has not presented any further information on its plans for a wholesale move or alternative cost appraisals and the Promoter concludes from this that the wholesale move remains considerably more expensive and undeliverable in terms of cost, programme and or on planning grounds given the opposition from the local community.

Whittington Heath Golf Club

The Club refer to the Phase 1 case of Whittington Heath Golf Club and wish to take the basis of compensation agreed in that case, but apply it to different circumstances, namely to a complete relocation to an alternative site.

At Whittington Heath Golf Club, the HS2 scheme required acquisition and demolition of the Clubhouse, car park, green keepers' workshop, practice area and putting green, 5 complete holes and reconfiguration of 13 holes on the existing course. The effect on this course is considerably more extensive than the impact at Ingestre.

Whittington Heath Golf Club has embraced the issue, acquired by negotiation adjoining land and has worked collaboratively with the Promoter to reconfigure the course on the adjoining land. That Golf Club has also worked with the Promoter to incorporate the Promoter's environmental mitigation into the course layout, thereby saving the Promoter from having to acquire alternative land. Whittington Heath Golf Club is a demonstration that with collaborative working, a sideways reconfiguration is achievable within the programme and cost parameters. Moreover, it shows that even in a case where the impact on that Golf Club was unarguably more severe than in the present case, a collaborative approach, with the Club taking the opportunity presented by the Promoter to mitigate its losses, it is not necessary to go to the additional expense of a wholesale relocation.

The AP2 solution to include adjoining land into Bill limits provides the Club with opportunity to reconfigure sideways and achieve a similar outcome to that secured in the case of Whittington Heath Golf Club.

Next steps

The Club wishes to undertake the next level of design for the 'sideways' move. The Promoter is prepared to fund this, both in order to maintain momentum in relation to the assurances given on 15 May 2019 and at the same time to gain further clarity as to the true extent of the costs of reconfiguration, having regard to the balance between maintaining the Club as a community asset and the value for public money to which I have referred above. In order to take this forward, the Promoter has asked the Club to redefine the costs for the next stages of design.

Timetable

The Club is concerned about the timescale for the relocation or reconfiguration of the golf course. The Promoter offered an assurance by letter dated 15 May 2019¹ 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."

The Promoter will continue to engage with the Club and inform the Club of any changes to the programme for construction of the HS2 works, in particular any change to the Significant Construction Works Start Date.

If you have any further queries please don't hesitate to contact Connolly Meagher, Senior Acquisition Manager on 020 7944 0811 or Connolly.meagher@hs2.org.uk.

Yours sincerely



Oliver Bayne

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

¹ See the letter of 15 May 2019 for the full text of the assurance including definitions.

Annex A

A selection of golf courses that have sold or are under offer:

Burgham Park Golf Club, Northumberland	£1.4m – March 2017
Hagley G&CC, Stourbridge	£2.25m – March 2017
Sapey GC, Upper Sapey, Worcestershire	£1.25m – June 2017
The Springs GC (+ 32 bed hotel)	£3.5m – June 2017
Darenth Valley GC, Kent	£1.8m - 2016
Park Wood GC , Kent	£1.6m - 2016
Cranleigh GC , Surrey	£2.75m - 2016
Chart Hills GC, Kent	£2.5m - September 2017
North Downs GC, Surrey	£1.5m (U/O) June 2018
Chipstead GC, Surrey	£1.5m + free year subscription to members = Total £2m
Cold Ashby GC, Northants	U/O June 2018
Styrrup Hall GC Notts	U/O £1.7m June 2018
Costessey Park Golf Club, Norwich	Available £1.5m June 2018
Sweetwoods GC, Kent	£2.95m – June 2018
Surrey Private Members' Golf Club	£tbc – Oct 2018
Hazelmere GC, Bucks	U/O – Nov 2018

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[gov.uk/hs2](https://www.gov.uk/hs2)

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.

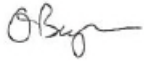
5.2. The assistance referred to in paragraph 5.1 shall (if requested by the Petitioner) include the provision of a statement of impact and timing for the Petitioner's in respect of the need for the Reconfigured Course Development."

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.

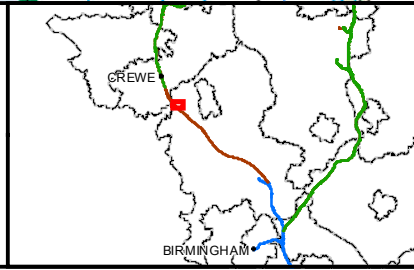
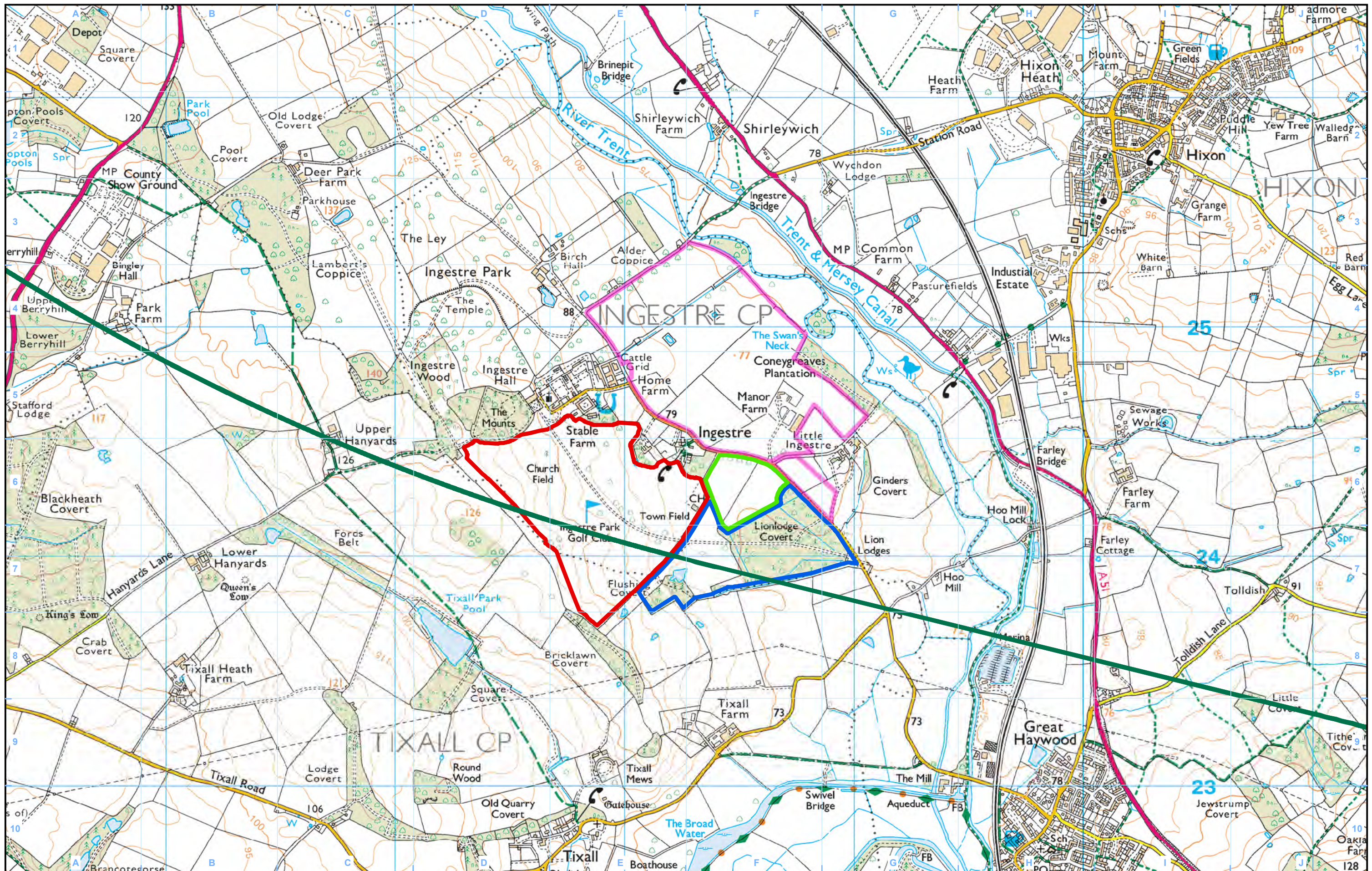
It is hoped that these further assurances will address the issues raised in your petition and we may write to you further regarding any issues not addressed by these assurances. In the meantime if you have any queries please do not hesitate to contact Connolly Meagher, Senior Property Acquisition Manager,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



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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 relation to the above matter and in advance of the Club's scheduled appearance before the House of Commons Select Committee.

As you are aware, the Proposed Scheme would bisect the Ingestre Park Golf Club course. In order to resolve the problems this would cause, an agreed strategy is required. The Club has put forward a single proposal which would require the Promoter to pay the full cost of acquiring land and constructing an entirely new golf course and club house in a different location. The Promoter does not accept that the proposal constitutes an appropriate basis for assessing the Club's compensation. No fall back option has been proposed and should, for any reason, the Club's proposal not be implemented, this may result in the closure of the Club.

The Promoter hereby proposes a strategy with the aim of assisting Ingestre Park Golf Club to remain within its current location on a reconfigured course.

We propose to settle the basis of assessment of compensation in respect of the compulsory acquisition powers sought in respect of the Club's land interests under the Compensation Code. We are strongly of the view that the Club would not be entitled to compensation based upon equivalent reinstatement (pursuant to section 5(5) of the Land Compensation Act 1961). The appropriate forum for determining this complex legal and valuation matter should be the Upper Tribunal (Lands Chamber) or, ideally, an expert 'alternative dispute resolution' panel (in accordance with Early Neutral Evaluation, for example).

In order to avoid a more time-consuming and costly reference to the Upper Tribunal (Lands Chamber) we would be content to submit to a process of Early Neutral Evaluation (ENE) to allow an independent expert panel (in accordance with our Alternative Dispute Resolution policy¹) to secure an early determination and provide certainty on the strategy to be followed.

¹ <https://www.gov.uk/government/publications/hs2-phase-one-safeguarding-for-property-owners>

It is proposed that the ENE panel would include: a barrister (experienced in compulsory purchase and compensation); a surveyor experienced in compensation and valuing, selling and acquiring golf courses; and possibly a golf designer and cost consultant. We would seek to agree a Statement of Agreed Facts with the Club and, dependent on the content, it may be possible to reduce the number of panel members.

If the ENE panel concludes that the Club is entitled to be compensated on the basis of equivalent reinstatement then HS2 Ltd would accept that determination and proceed to assist the golf club with compensation assessed in accordance with the Compensation Code.

If the ENE panel determines that the Club is not entitled to be compensated on the basis of equivalent reinstatement, HS2 Ltd would seek to work with the Club to achieve planning permission for a reconfiguration of the existing course, to allow the Club (including club house) to remain in its current location, within its local community with compensation assessed in accordance with the Compensation Code on the basis of Rule 2 and Rule 6. In this scenario, land adjacent to the current course would be required. Accordingly, for certainty, the Promoter is seeking to include such land within a second Additional Provision to the Bill. The Promoter is also committed to setting up a steering group with the Club to assist in developing a plan for the precise nature, location and extent of a reconfigured course, as well as providing assistance during the local planning process.

To implement a determination under ENE, the Club would be required to provide the Promoter with sufficient information to support a business case to the Department for Transport in seeking approval of early assistance from Government in advance of Royal Assent.

I hope that you will find this letter and attached assurances helpful and my team remain on-hand to take forward the next steps. 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 (HS2) Limited

Sanctuary Buildings
20 Great Smith Street
London SW1P 3BT

Telephone: 08081 434 434

Minicom: 08081 456 472

Email: hs2enquiries@hs2.org.uk

[gov.uk/hs2](https://www.gov.uk/hs2)

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

15 May 2019

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.

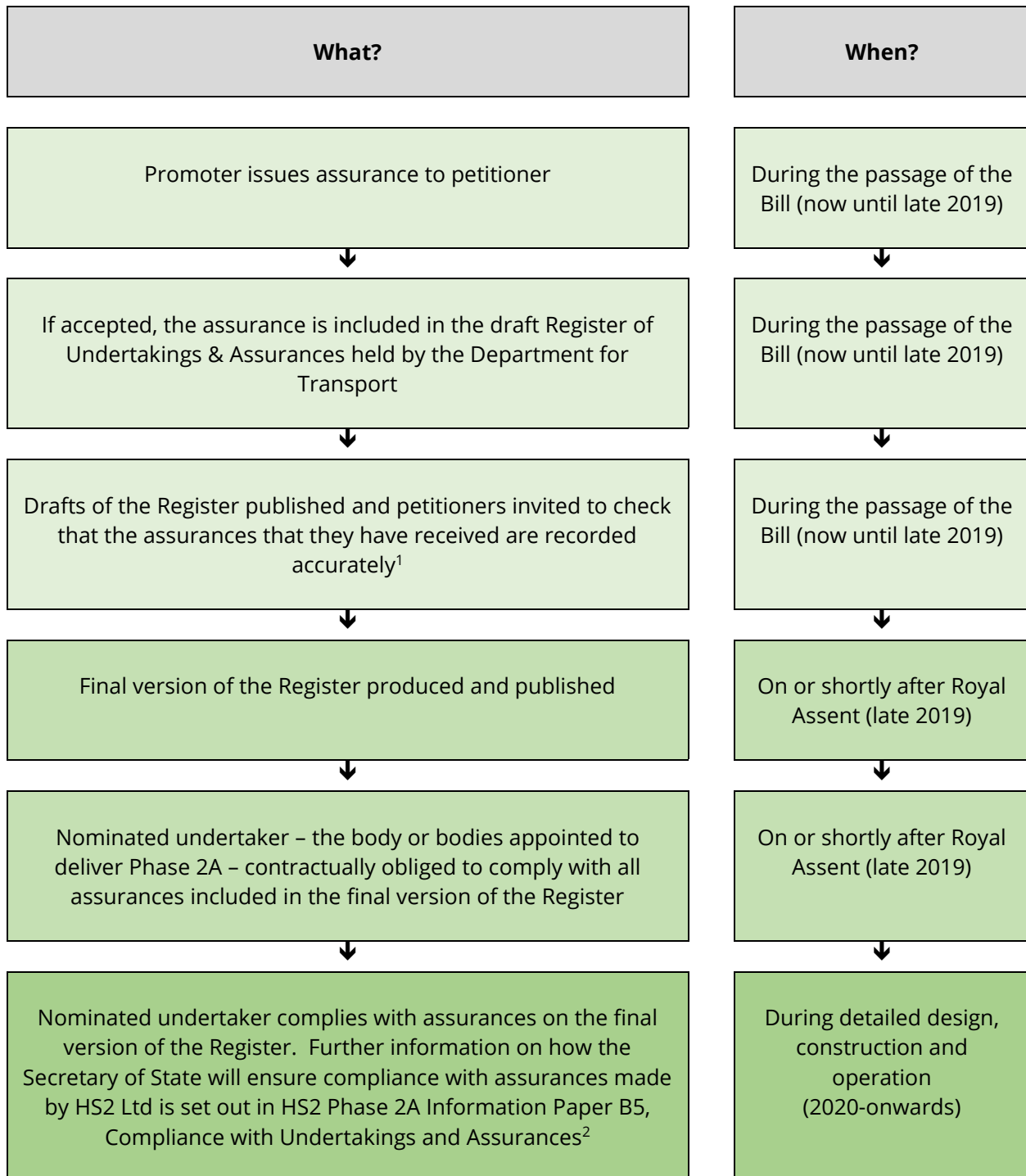
Yours sincerely



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

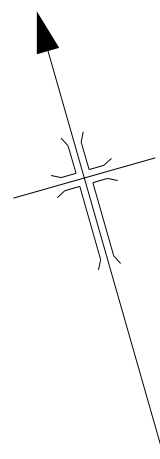
Annex A

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>

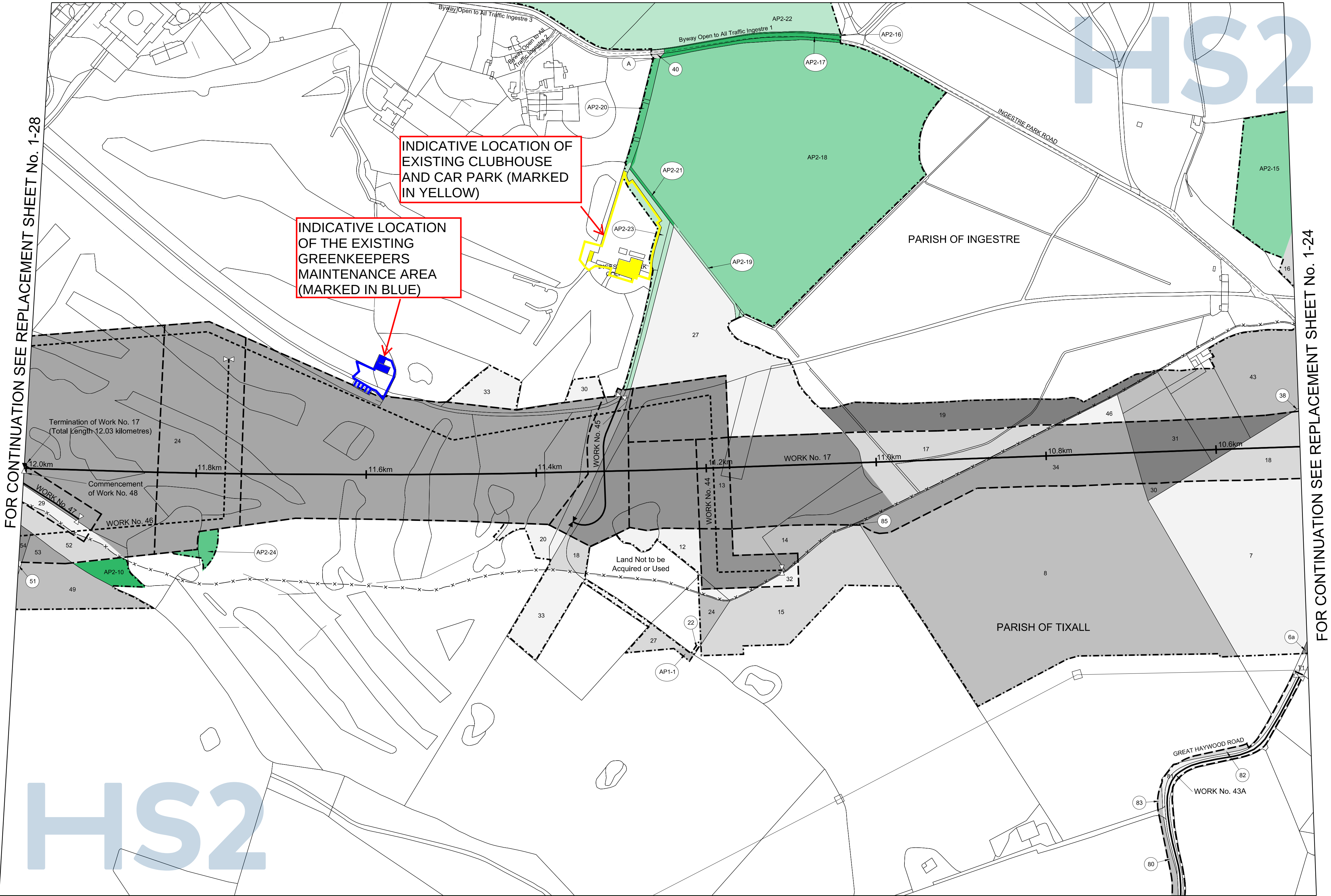


**AP2-00025 - INGESTRE PARK GOLF CLUB - INDICATIVE
PLAN OF FACILITIES**

MARKED UP ON AP2 FEBRUARY 2019 REPLACEMENT
SHEET No 1-26 TO ILLUSTRATE THE LOCATION OF
CLUB HOUSE, CAR PARK AND GREENKEEPERS
MAINTENANCE AREA

**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

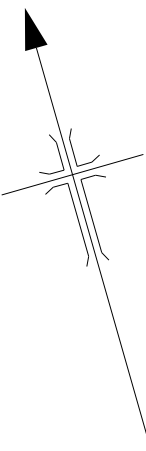
HIGH SPEED RAIL
(WEST MIDLANDS - CREWE)

ADDITIONAL PROVISION
(FEBRUARY 2019)

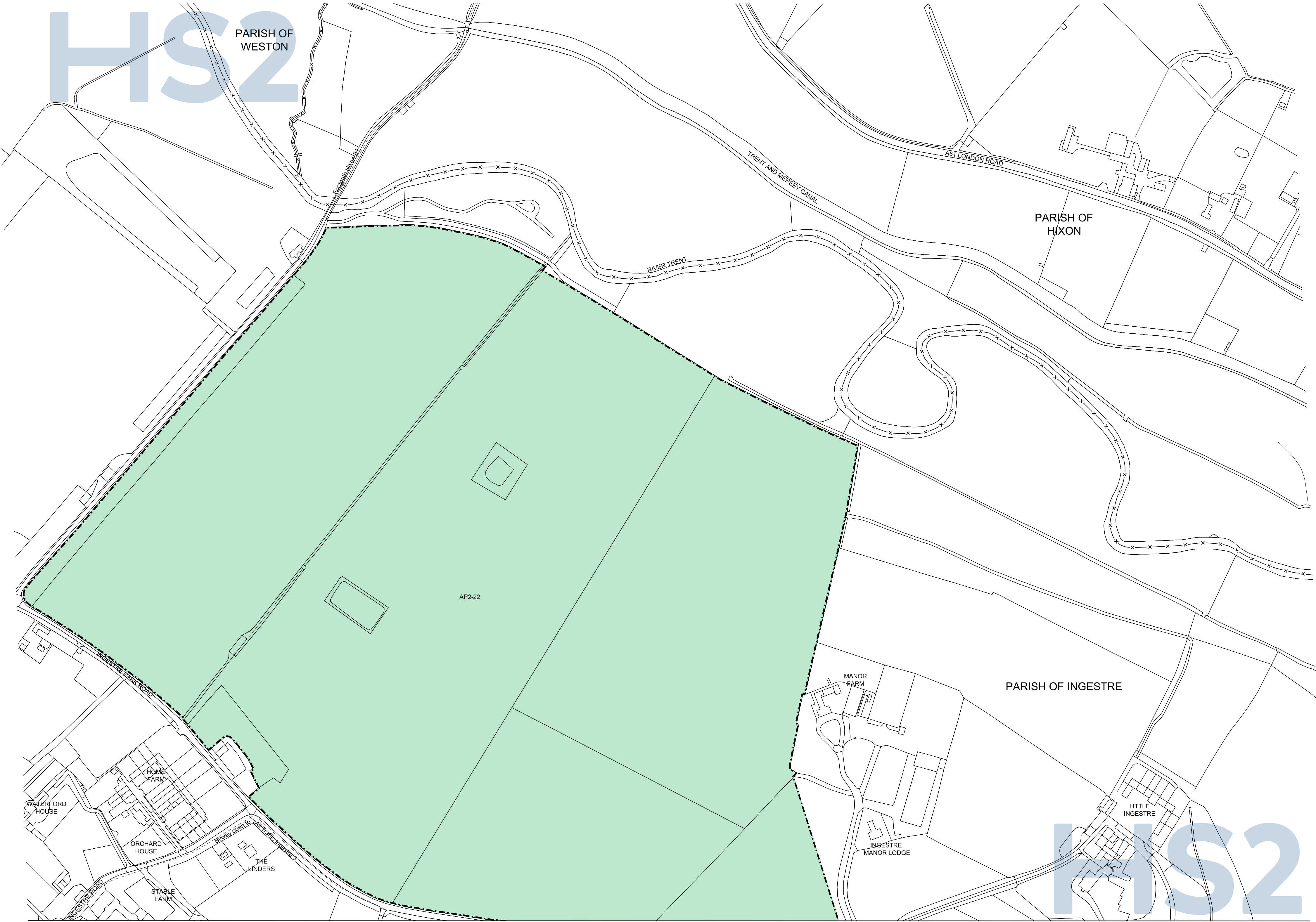
Additional Land

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

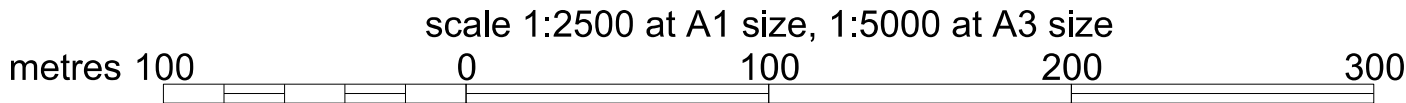
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COUNTY OF STAFFORDSHIRE
BOROUGH OF STAFFORD
PLAN



FOR CONTINUATION SEE REPLACEMENT SHEET No. 1-26



Geoff Matthews
Honorary Secretary
Ingestre Park Golf Club
Ingestre
Stafford
Staffordshire
ST18 0RE

By email: office@ingestregolf.co.uk

21 August 2020

Dear Mr Matthews

**HIGH SPEED RAIL (WEST MIDLANDS – CREWE) BILL – HOUSE OF LORDS SELECT COMMITTEE:
PETITION HS2-HOL-029 – 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 as part of the on-going engagement with the Club there have been discussions about possible changes to the proposed environmental mitigation within the existing course to allow the Club to use the existing golf holes during the proposed reconfiguration. I am now writing, on behalf of the Secretary of State for Transport, to offer you the following assurance:

"In this Assurance:

"Additional Provisions" means amendments to the Bill introduced following deposit of the Bill into Parliament;

"Red Land" means the land shown shaded red on the Plan annexed to this assurance (Replacement Sheet No. 1-26 in the Borough of Stafford);

"the 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;

"Environmental Statement" means the environmental statement prepared for the Proposed Scheme and deposited at Parliament with the Bill;

"Grassland Habitat Creation" means the land proposed to be used for environmental mitigation under the the Bill on the Orange Land;

"Mitigation Pond" means the mitigation pond proposed to be constructed under the Bill on the Orange Land;

“the 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;

“the Orange Land” means the land to be used for the Grassland Habitat Creation and the Mitigation Pond under the Bill shown edged orange on the Plans annexed to this assurance (Replacement Sheets No. 1-26 and 1-28 in the Borough of Stafford);

“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;

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

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

“the Secretary of State” means the Secretary of State for Transport;

1. Subject to the conditions in paragraph 2 being satisfied, the Secretary of State will require the nominated undertaker to relocate the Grassland Habitat Creation and the Mitigation Pond from the Orange Land to the Red Land.
2. The conditions referred to in paragraph 1 are:
 - a. that the Secretary of State is satisfied that the Grassland Habitat Creation and Mitigation Pond can be delivered on the Red Land without giving rise to any new or different significant environmental effects from those assessed in the Environmental Statements accompanying the Bill;
 - b. that the Secretary of State is satisfied that the Grassland Habitat Creation and Mitigation Pond can be delivered on the Red Land within the existing powers of the Bill;
 - c. the Secretary of State securing any and all necessary consents for delivering the Grassland Habitat Creation and the Mitigation Pond on the Red Land within a timescale consistent with the construction period for the Proposed Scheme; and
 - d. the Secretary of State being of the view that the relocation of the Grassland Habitat Creation Land and the Mitigation Pond to the Red Land does not prejudice the safe, timely and economic delivery of the Proposed Scheme and can be delivered within the construction programme for the Proposed Scheme.
3. Nothing in this assurance shall prevent the Secretary of State from exercising the powers conferred by the Bill over the Orange Land for the purposes of the Grassland Habitat Creation and the Mitigation Pond:
 - (a) in the event that the conditions in paragraph 2 are not satisfied; and
 - (b) to the extent that the Red Land is insufficient to accommodate the habitat mitigation.”

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 Connolly Meagher, Senior Acquisition Manager on 020 7944 6486 or Connolly.meagher@hs2.org.uk.

Yours sincerely

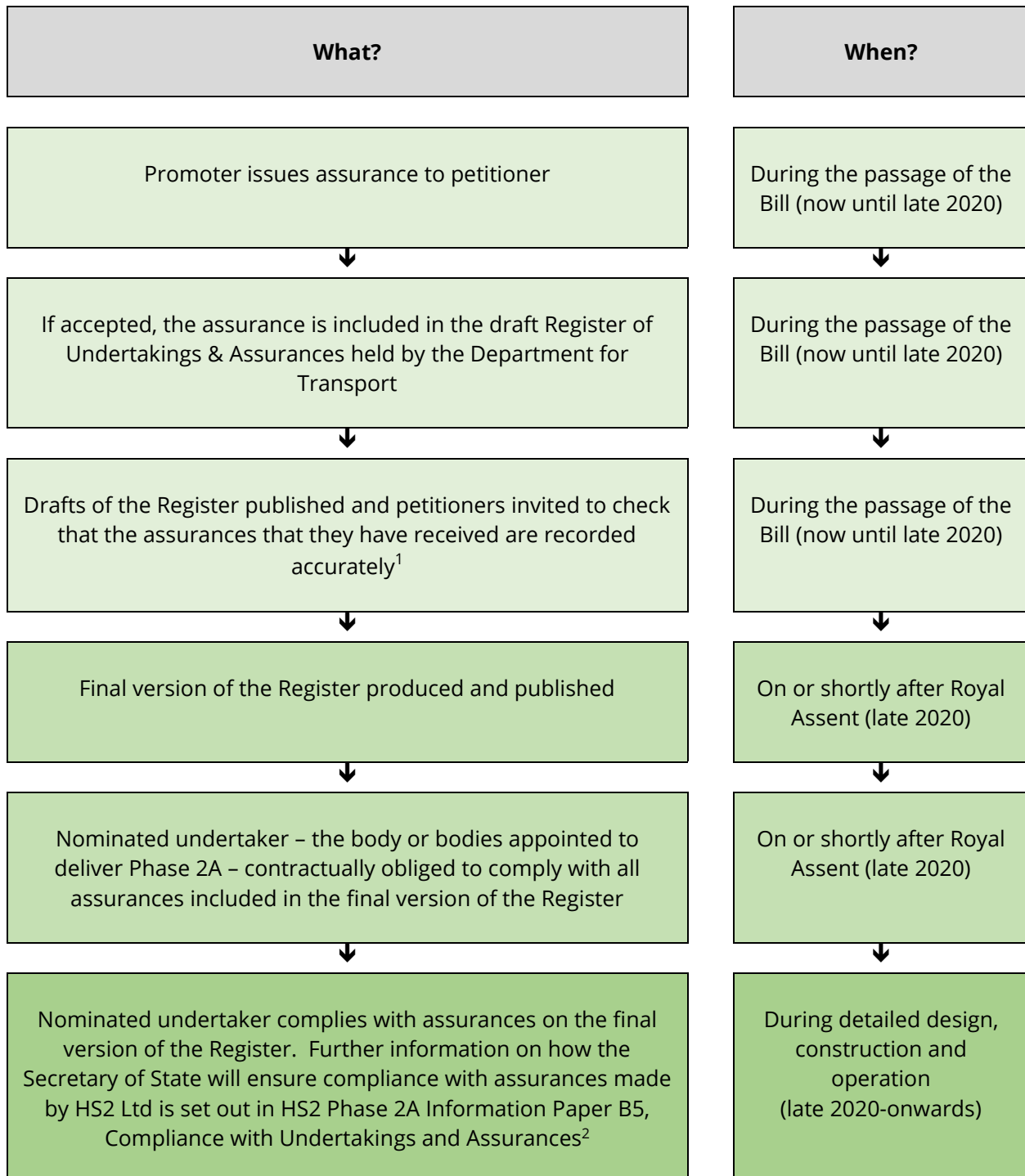
A handwritten signature in black ink, appearing to read 'Simon Knight', with a stylized flourish at the end.

Simon Knight

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

Annex A

ASSURANCES: STEPS AND TIMING

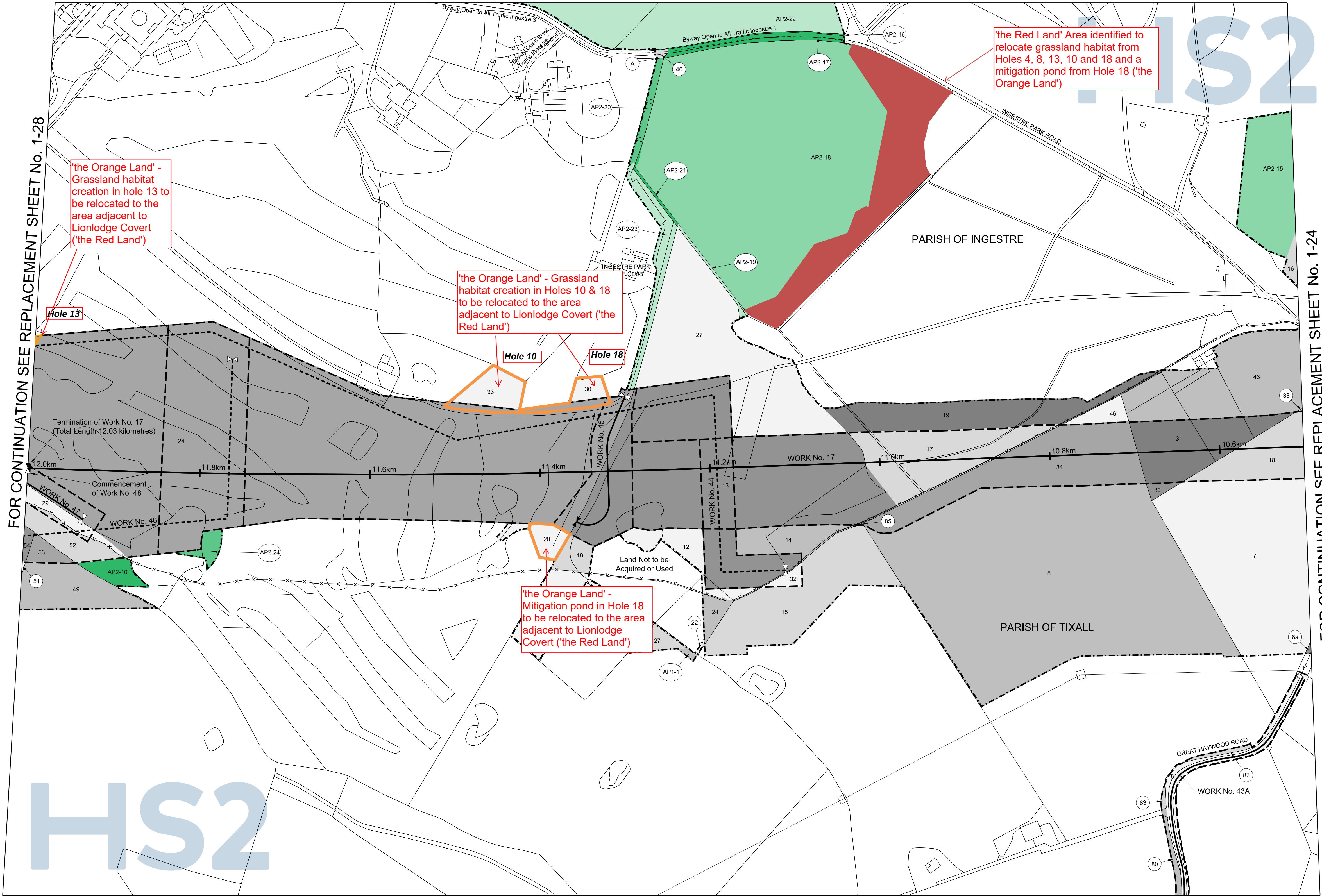


¹ The latest draft of the Register can be found at <https://www.gov.uk/government/publications/hs2-phase-2a-register-of-undertakings-and-assurances>

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

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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

COUNTY OF STAFFORDSHIRE
BOROUGH OF STAFFORD
PLAN

REPLACEMENT SHEET No. 1-28

IN PARLIAMENT - SESSION 2017-19

HIGH SPEED RAIL
(WEST MIDLANDS - CREWE)

ADDITIONAL PROVISION
(FEBRUARY 2019)

Work No. 44 (Fuel Pipeline)
Work No. 46 (Gas Main)
Work No. 47 (Bridge)
Work No. 48 (Railway)
Works Nos. 49, 49A (Access Roads)

For Section of Work No. 44 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
For Section of Work No. 48 see Sheet No. 2-25
For Section of Work No. 49
see Replacement Sheet No. 2-28
For Section of Work No. 49A
see Replacement Sheet No. 2-28

The area enclosed by any limit of deviation or by any
limit of land to be acquired or used is the area extending
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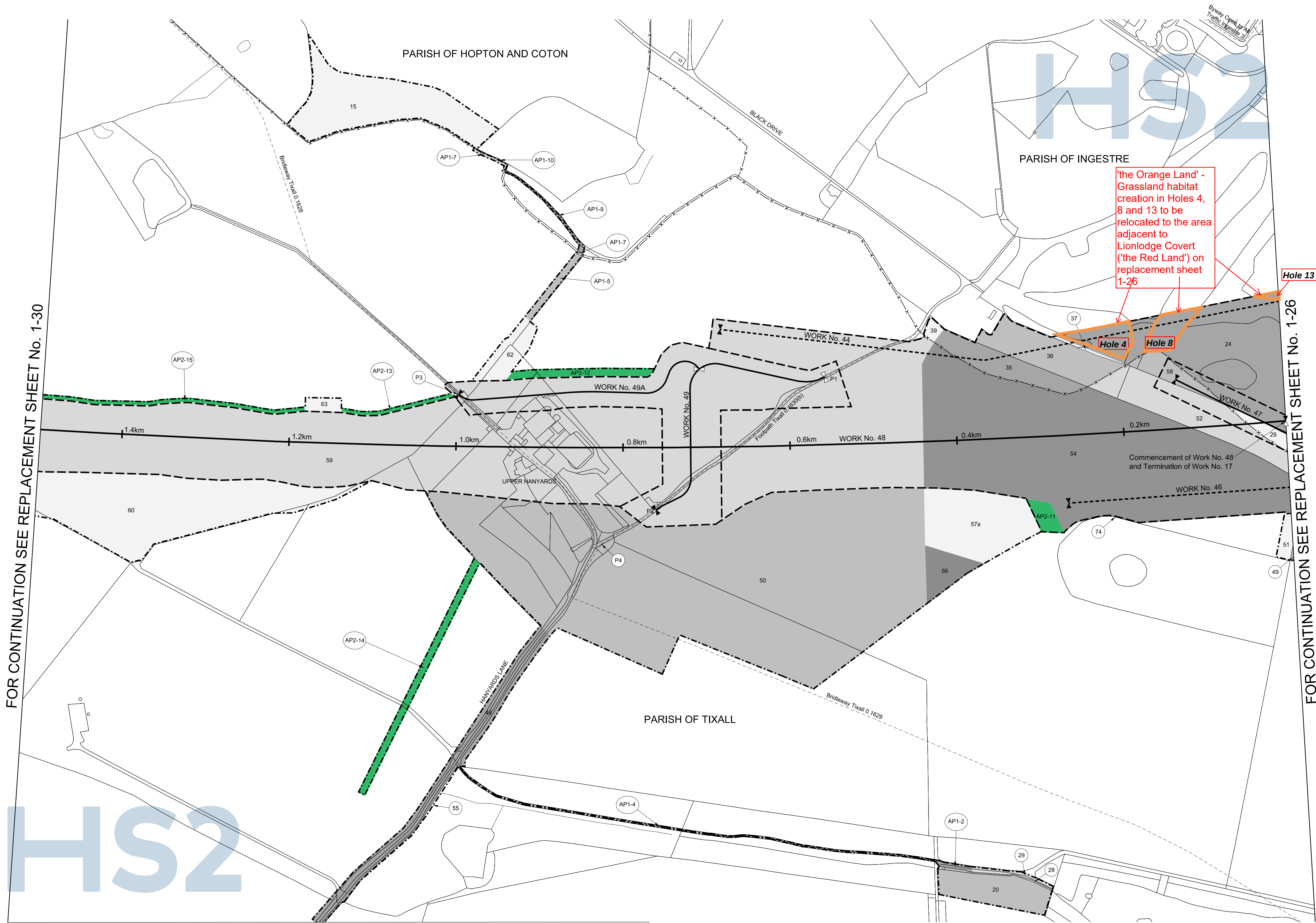
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FEBRUARY 2019 AMENDMENTS TO THIS SHEET
ARE AS FOLLOWS :-

Plots AP2-11, AP2-12, AP2-13, AP2-14 and AP2-15
added in the Parish of Tixall
Plot 57a added in the Parish of Tixall
Plot 57 removed in the Parish of Tixall

MARCH 2018 AMENDMENTS TO THIS SHEET
ARE AS FOLLOWS :-

Plots AP1-7, AP1-9 and AP1-10 added in the
Parish of Hopton and Coton
Plots 4, 5 and 12 removed in the Parish of Hopton
and Coton
Plots AP1-2, AP1-4, AP1-5 and AP1-7 added in the
Parish of Tixall
Plots 41, 45, 65 and 68 removed in the Parish of
Tixall



FOR CONTINUATION SEE REPLACEMENT SHEET No. 1-30

FOR CONTINUATION SEE REPLACEMENT SHEET No. 1-26

FOR CONTINUATION SEE REPLACEMENT SHEET No. 1-29

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

Drawing No. C861-ARP-HY-DPL-000-120014 RevAP02

Mr G Matthews
Honorary Secretary
Ingestre Park Golf Club
Ingestre
Stafford
Staffordshire
ST18 0RE

By email: office@ingestregolf.co.uk

25 August 2020

Dear Mr Matthews

**HIGH SPEED RAIL (WEST MIDLANDS – CREWE) BILL – HOUSE OF LORDS SELECT COMMITTEE:
PETITION HS2-HOL-029 – 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.

A number of matters are under discussion between the Club and HS2 Ltd in seeking to reach agreement with the Club on proposals to facilitate the carrying out of reconfiguration works to alter the layout of the course utilising land proposed to be acquired pursuant to the Bill and a number of written assurances have already been offered to the Club in correspondence dated 28 June 2018, 15 May 2019 and 21 August 2020. Those assurances relate to the mitigation of various aspects of the impacts on the Club of the construction of HS2 related works.

In that regard an assurance set out in paragraph 1.c of the letter of assurance dated 15 May 2019 stated that HS2 Ltd would not during the construction and operation of the HS2 works, and so far as reasonably practicable, prevent vehicular and pedestrian access to/from the Clubhouse, Car Park and Greenkeepers Maintenance Area as shown on the Plan annexed to the assurance. In the light of further development work around the reconfiguration of the golf course and the related construction of the British Pipeline Agency Diversionary Works ("BPA works"), some further comfort can now be given regarding the impact of the BPA works and other HS2 related works on the Greenkeepers access track which is recognised as being important to the ongoing maintenance and upkeep of the course and Clubhouse during and following the construction of the HS2 works and the reconfiguration of the golf course.

Accordingly, I am writing to you, on behalf of the Secretary of State for Transport, to offer you the following further assurance regarding the Greenkeepers access track:

"In this assurance:

"2019 Assurance" means the letter of assurance from the Secretary of State to the Petitioner and dated 15 May 2019;

“Additional Provision” means an amendment to the Bill introduced following deposit of the Bill into Parliament;

“AP2” means the Additional Provision as deposited in the House of Commons on 8 February 2019;

“Bill” means the High Speed Rail (West Midlands-Crewe) Bill as deposited in the House of Commons on 17 July 2017 incorporating Additional Provisions and references to the ‘Bill’ includes any Act of Parliament enacting that Bill;

“BPA 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;

“Greenkeepers track” means that part of the internal access and maintenance track connecting the visitors car park to the Golf Club with the Greenkeepers maintenance area as indicatively edged blue on the Plan.

“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;

“Petitioner” means Kingston Hill Golf Club;

“Plan” means the plan attached to this assurance and labelled Annex B and the red line dotted on the Plan identifies the southern boundary set on the southern edge of the Greenkeepers track and gate entry to the Underbridge;

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

“Reconfiguration Works” means the reconfiguration of the Golf Club to be undertaken on land proposed to be acquired under Bill including land identified for the purposes of AP2;

“Secretary of State” means the Secretary of State for Transport; and

“Underbridge” means the underbridge to be constructed as part of Work No.45 as described in Schedule 1 to the Bill;

1. Subject to the conditions in paragraph 2 and without prejudice to paragraph 1.c of the 2019 Assurance, the Secretary of State will require the Nominated Undertaker, in exercising the powers under the Bill to execute the BPA Works, to use reasonable endeavours to avoid obstruction or prevention of use by the Petitioner of the Greenkeepers track during the construction of the BPA Works.

2. The assurance set out in paragraph 1 is subject to the following conditions:

- a) the timely delivery of all required environmental surveys and the outcome of those surveys being satisfactory;
- b) the discharge of the assurance not creating any new or different significant environmental effects;

- c) the discharge of the assurance not having a detrimental impact on the safe, timely and economic delivery of the Proposed Scheme;
- d) the use by the Nominated Undertaker of the Greenkeepers track as a means of access for the construction of a junction between the Greenkeepers track and the Underbridge and for the operational maintenance of the Proposed Scheme; and
- e) the use as a means of access to land required for the construction and maintenance of environmental mitigation works.

3. The Secretary of State will require the Nominated Undertaker to continue to engage with the Petitioner in good faith to keep the Petitioner informed of any changes to the programme for construction of the BPA Works.”

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.

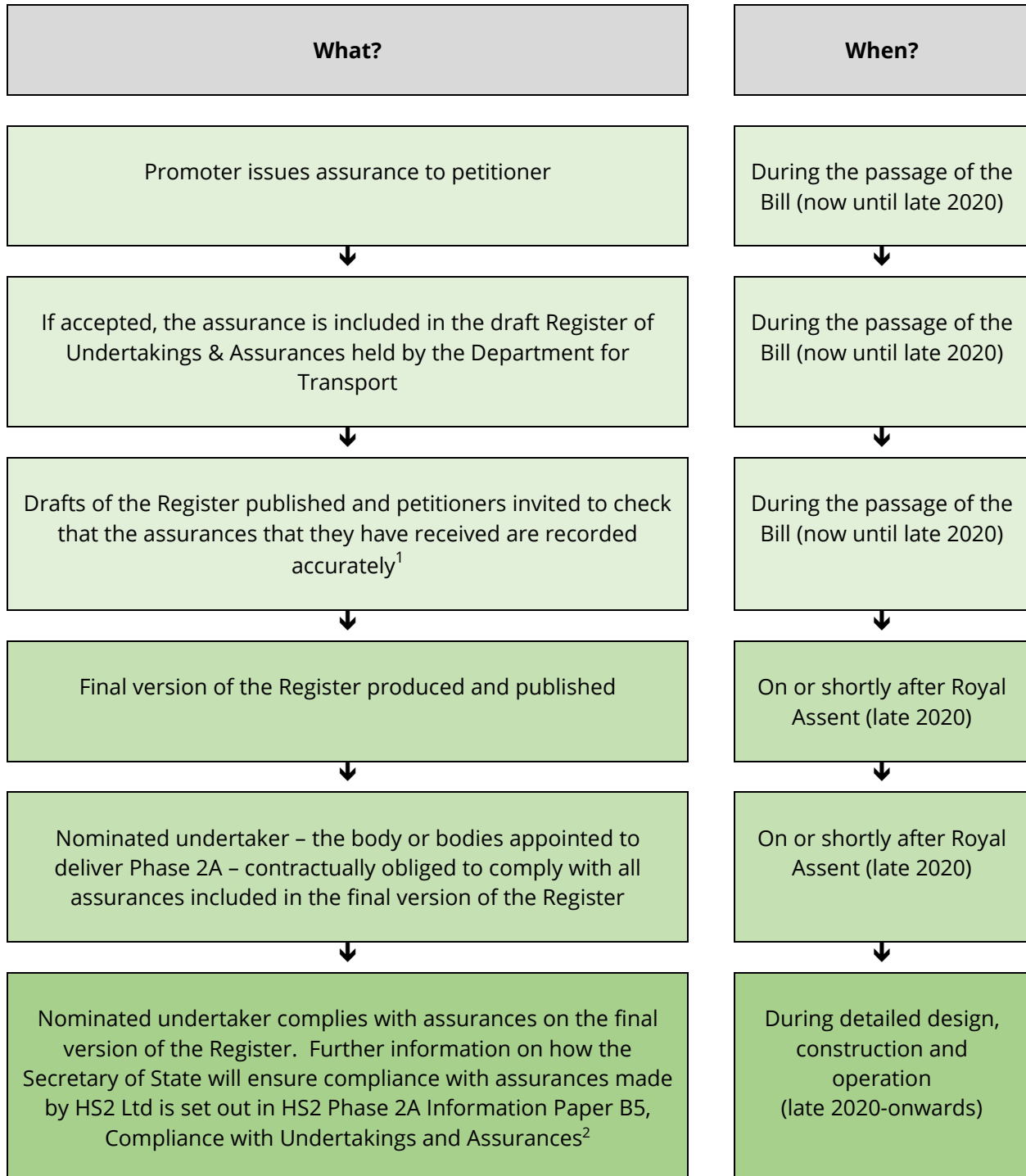
Yours sincerely



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

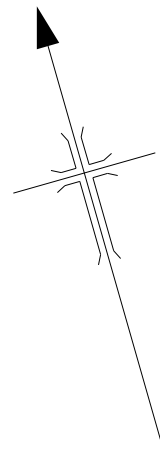
Annex A

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>

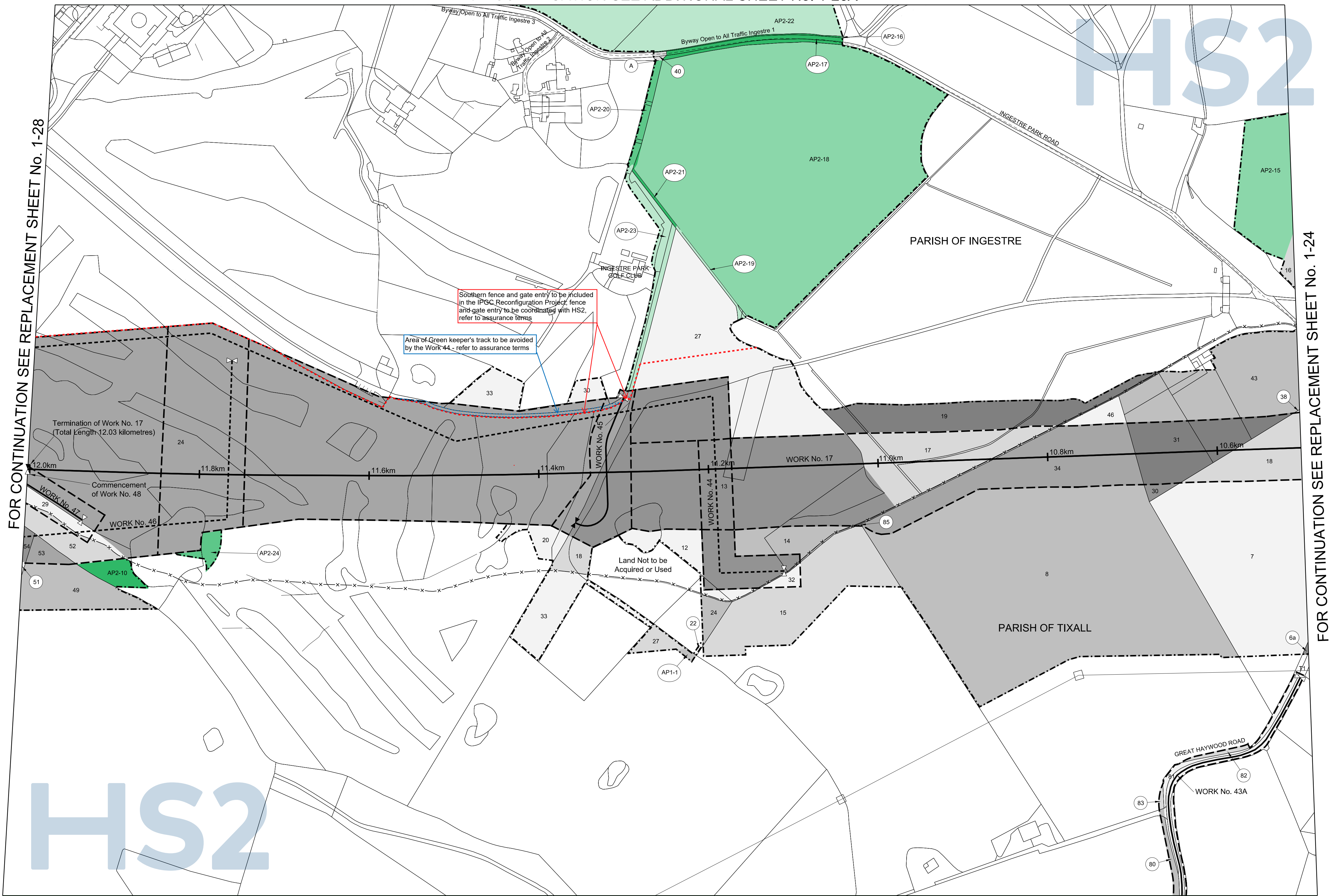
² A copy can be found at <https://www.gov.uk/government/publications/understanding-the-hybrid-bill-hs2-phase-2a-information-papers>



"PLAN" ANNEX B TO ASSURANCE
25/08/2020 ON GREEN KEEPER TRACK

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

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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

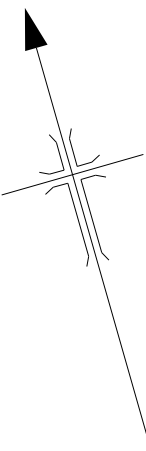
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(FEBRUARY 2019)

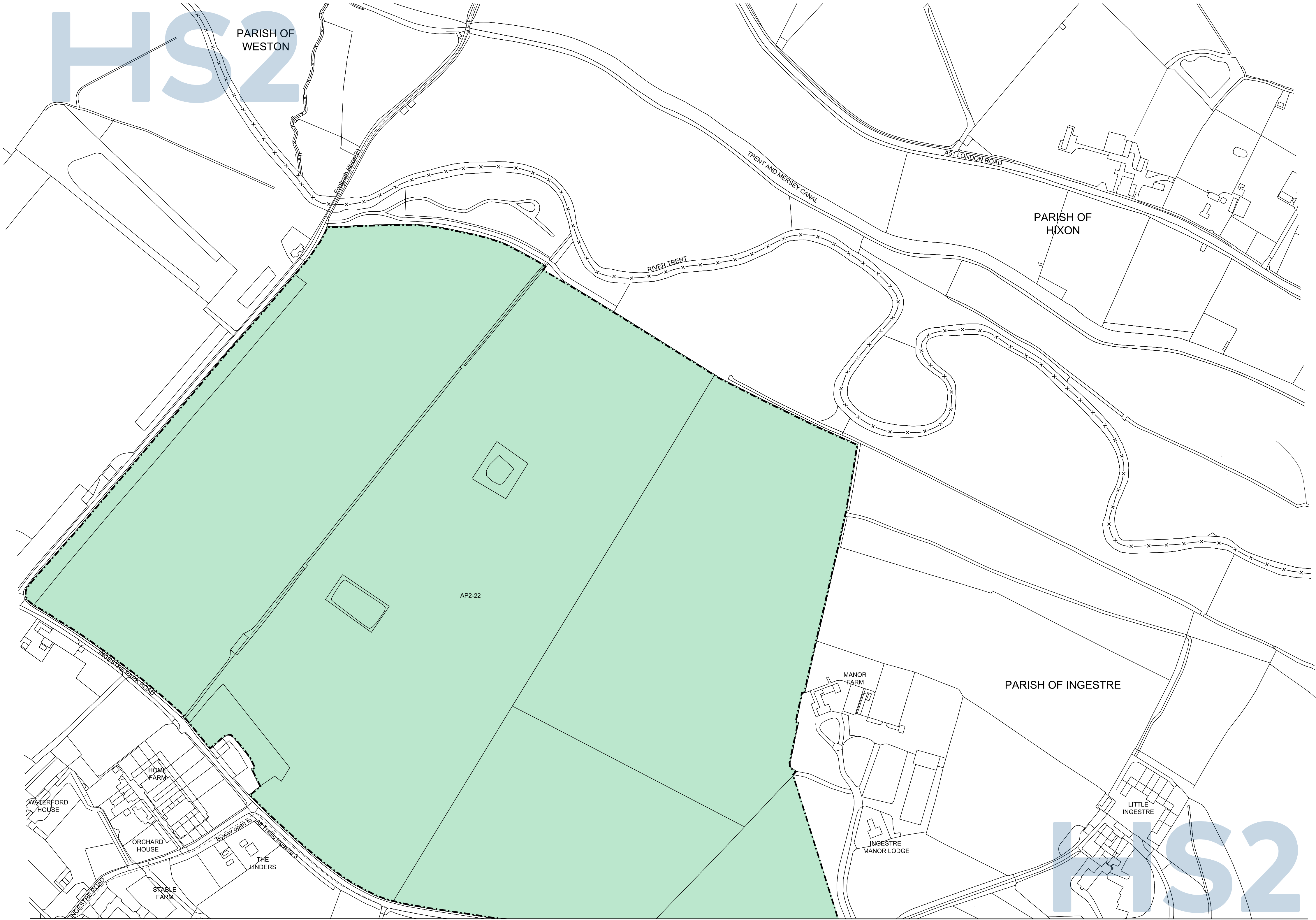
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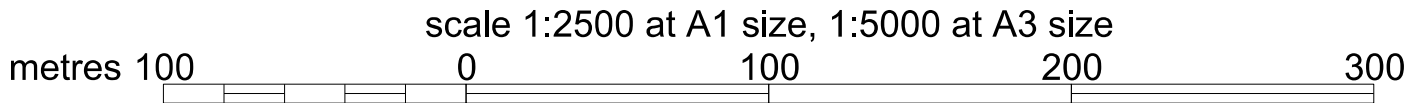
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COUNTY OF STAFFORDSHIRE
BOROUGH OF STAFFORD
PLAN



FOR CONTINUATION SEE REPLACEMENT SHEET No. 1-26



COUNTY OF STAFFORDSHIRE
BOROUGH OF STAFFORD
PLAN

REPLACEMENT SHEET No. 1-28

IN PARLIAMENT - SESSION 2017-19

HIGH SPEED RAIL
(WEST MIDLANDS - CREWE)

ADDITIONAL PROVISION
(FEBRUARY 2019)

Work No. 44 (Fuel Pipeline)
Work No. 46 (Gas Main)
Work No. 47 (Bridge)
Work No. 48 (Railway)
Works Nos. 49, 49A (Access Roads)

For Section of Work No. 44 see Sheet No. 2-24
For Section of Work No. 46 see Sheet No. 2-24
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For Section of Work No. 48 see Sheet No. 2-25
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see Replacement Sheet No. 2-28
For Section of Work No. 49A
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Plot 57a added in the Parish of Tixall

Plot 57 removed in the Parish of Tixall

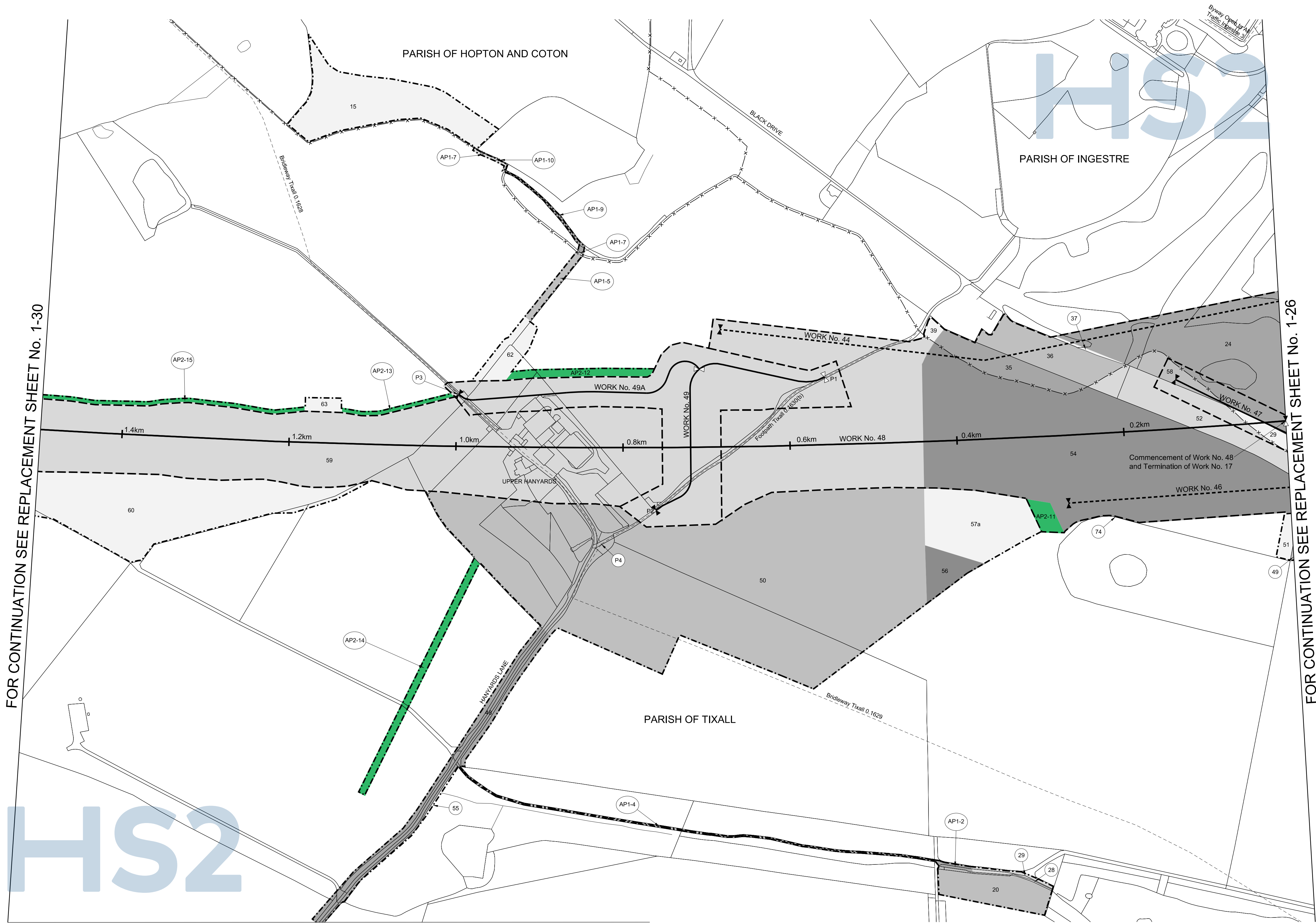
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Plots AP1-2, AP1-4, AP1-5 and AP1-7 added in the
Parish of Tixall

Plots 41, 45, 65 and 68 removed in the Parish of
Tixall



FOR CONTINUATION SEE REPLACEMENT SHEET No. 1-30

FOR CONTINUATION SEE REPLACEMENT SHEET No. 1-26

FOR CONTINUATION SEE REPLACEMENT SHEET No. 1-29

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

Geoff Matthews
Honorary Secretary
Ingestre Park Golf Club
Ingestre
Stafford
Staffordshire
ST18 0RE

By email: office@ingestregolf.co.uk

26 August 2020

Dear Mr Matthews

**HIGH SPEED RAIL (WEST MIDLANDS – CREWE) BILL – HOUSE OF LORDS SELECT COMMITTEE:
PETITION HS2-HOL-029 – 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.

A number of detailed matters are under discussion between the Club and HS2 Ltd in seeking to reach agreement with the Club on proposals to facilitate the carrying out of reconfiguration works to alter the layout of the course utilising land proposed to be acquired pursuant to the Bill and a number of written assurances have already been offered to the Club in correspondence dated 28 June 2018, 15 May 2019, 21 August 2020 and 25 August 2020. Those assurances relate to the mitigation of various aspects of the impacts on the Club of the construction of HS2 related works.

In addition a further letter dated 25 August 2020 and sent on behalf of the Secretary of State for Transport confirms, as a result of the engagement between the parties on a solution to the impact of the HS2 works on the Club, the intention of the Secretary of State to fund the proposed reconfiguration works at Ingestre Park Golf Club. In doing so a number of number of very clear conditions on the provision of funding have been laid down including the necessity for a cap on the level of funding to be made available and the need to ensure the availability of the Club as a community asset.

In light of that letter and further engineering/design work associated with the programme for the Cadent and British Pipeline Agency Diversionary Works, I am pleased to be able to offer the Club some further assurances to build upon the assurances previously provided in paragraph 1 of the assurances set out in the letter dated 15 May 2019.

Accordingly, I am writing to you, on behalf of the Secretary of State for Transport, to offer you the following further assurances regarding the proposed reconfiguration works:

"In these assurances:

"2019 Assurance" means the letter of assurance from the Secretary of State to the Petitioner and dated 15 May 2019;

"Additional Provision" means an amendment to the Bill introduced following deposit of the Bill into Parliament;

"AP2" means the Additional Provision as deposited in the House of Commons on 8 February 2019;

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

"Authorised Works" means the works to be authorised under the Bill which are shown on the plans deposited with the Bill including the Cadent Works;

"Bill" means the High Speed Rail (West Midlands-Crewe) Bill as deposited in the House of Commons on 17 July 2017 incorporating Additional Provisions and references to the 'Bill' includes any Act of Parliament enacting that Bill;

"Cadent Works" means the works to divert an existing gas pipeline and comprised within Work No 44 and shown on replacement sheets 1-26 and 1-28 on the Deposited Plans;

"Deposited Plans" means the plans and sections deposited in Parliament in connection with the Bill;

"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;

"Petitioner" means Kingston Hill Golf Club t/a Ingestre Park Golf Club;

"Plan" means the plan attached to this assurance and labelled Annex B;

"Planning Direction" means a direction by the Secretary of State pursuant to clause 47(1) of the Bill (Planning Permission: works involving reinstatement of undertakings) in respect of the Reconfiguration Works);

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

"Reconfigured Course Land" means the land shown for identification purposes only edged blue on the Plan;

"Reconfiguration Works" means the reconfiguration of Ingestre Park Golf Club to be undertaken by the Petitioner on land proposed to be acquired under the Bill including land identified for the purposes of AP2;

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

"Secretary of State's letter" means the letter dated 25 August 2020 from Mr Jon Griffiths to the Petitioner;

"Significant Construction Works" means the enabling, utility and other 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 Cadent Works;

"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 paragraphs 2, 3 and 6 but without prejudice to the generality of paragraph 1.a and 1.b of the 2019 Assurance, the Secretary of State will -
 - a) either i) exercise the powers of compulsory purchase proposed to be conferred under the Bill to vest the Reconfigured Course Land in the Secretary of State so that the Reconfigured Course Land may be occupied from the date of vesting by the Petitioner in order for the Petitioner to commence the construction of Reconfiguration Works such date being no later than 1 April 2021; or ii) require the Nominated Undertaker to exercise the powers of temporary occupation proposed to be conferred under the Bill over the Reconfigured Course Land so that the Reconfigured Course Land may be occupied from the date of possession by the Petitioner for the Petitioner to commence the construction of Reconfiguration Works such date being no later than 1 April 2021; and
 - b) require the Nominated Undertaker to use reasonable endeavours to secure that the period of availability of a minimum of 9 holes of golf specified in paragraph 1.a of the 2019 Assurance will be maintained at Ingestre Park Golf Club between the period of January 2022 to September 2022 notwithstanding the commencement date of the Significant Construction Works Start Date.
2. The assurance set out in paragraph 1 a) is subject to the following conditions:
 - a) the enactment of the Bill on or before 31 December 2020; and
 - b) vacant possession being taken of the Reconfigured Course Land on expiry of the relevant statutory notice period for vesting or temporary occupation of the Reconfigured Course Land.
3. The assurance set out in paragraph 1 b) is subject to the following conditions:
 - a) the timely delivery of all required environmental surveys and the outcome of those surveys being satisfactory;
 - b) all required planning consent being secured so as to facilitate the availability of the 9 holes for the period between January 2022 and September 2022;
 - c) the carrying out of such an assurance does not have a prejudicial impact on the safe, timely and economic delivery of the Proposed Scheme;
 - d) the Petitioner progressing the Reconfiguration Works on a timely and cost effective basis to complete the Reconfiguration Works so that the Reconfigured Golf Club Land is available for use as a golf course by 1 October 2022; and
 - e) the Petitioner working closely and cooperatively with the Nominated Undertaker.

4. Subject to the conditions in paragraphs 5 and 6 the Nominated Undertaker will use reasonable endeavours to secure the Planning Direction for the Reconfiguration Works as soon as practicable following enactment of the Bill.

5. The assurance set out in paragraph 4 is subject to the following conditions:

- a) the Petitioner providing in a timely manner to the Secretary of State all relevant planning information reasonably required by the Secretary of State to facilitate the making by the Secretary of State of the Planning Direction; and
- b) the Petitioner proposing a cost effective solution for the Reconfiguration Works which seeks to design and deliver the Reconfiguration Works in a manner which does not prejudice the timely and economic delivery of HS2 and mitigates the impact upon the operation of the Golf Club.

6. The assurances set out in paragraphs 1 and 4 are also subject to the following conditions:

- a) the Petitioner must enter into an agreement with the Secretary of State prior to Royal Assent of the Bill on terms satisfactory to the Secretary of State to give effect to the terms of the Secretary of State's letter regarding the provision of funding by the Secretary of State to the Petitioner for the construction of Reconfiguration Works, such agreement making provision for the terms upon which funding shall be forthcoming and the subsequent safeguarding of the golf course as a community asset;
- b) the Petitioner must secure any required additional environmental and planning consents beyond those contained in the Planning Direction or otherwise provided for under the Bill to facilitate the construction of Reconfiguration Works; and
- c) the Petitioner must complete the design and construction of the Reconfiguration Works prior to 1 October 2022.

7. The Secretary of State and the Nominated Undertaker will continue to engage with the Petitioner in good faith towards the construction by the Petitioner of the Reconfiguration Works."

If accepted, these assurances 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.

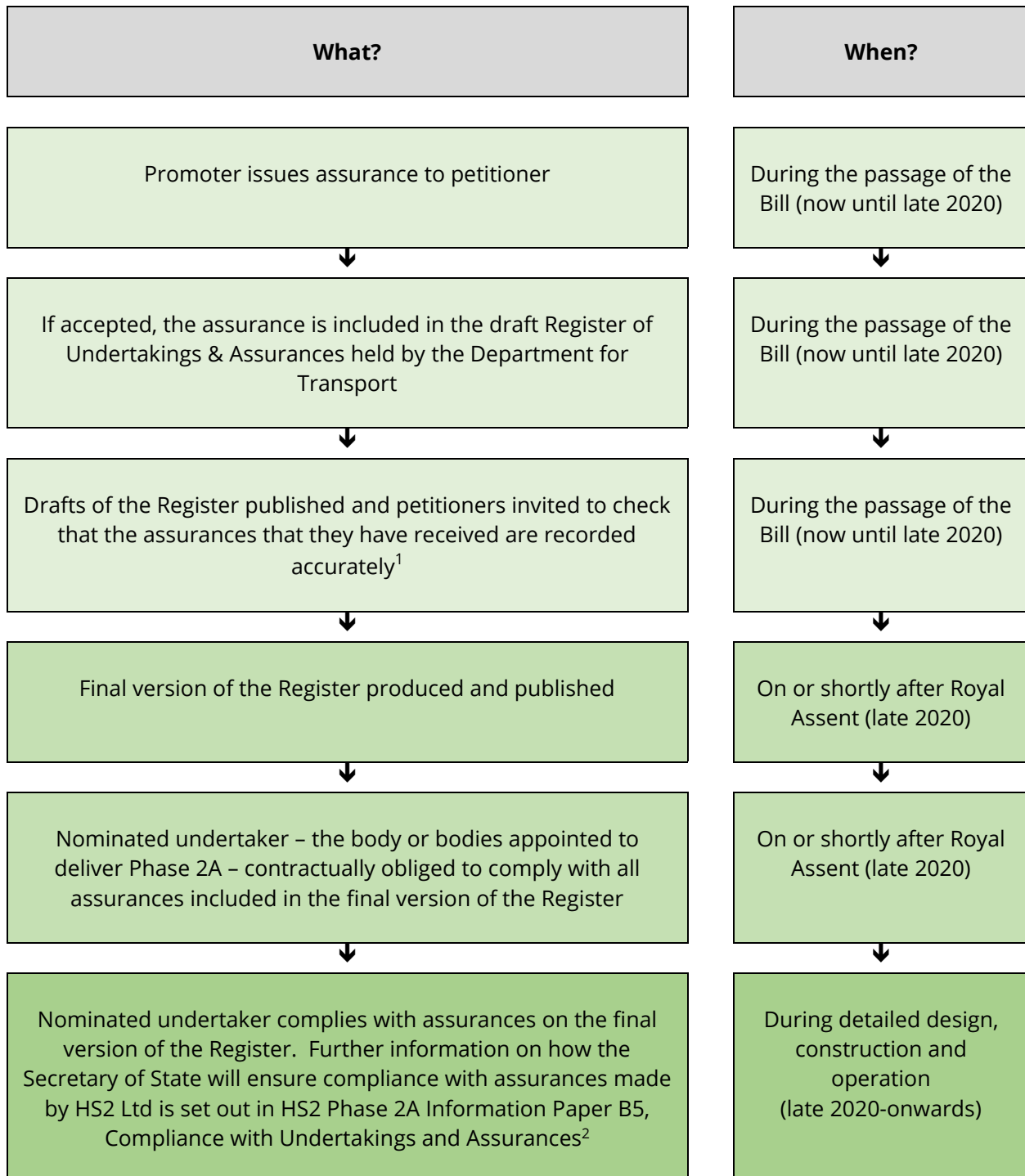
Yours sincerely



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

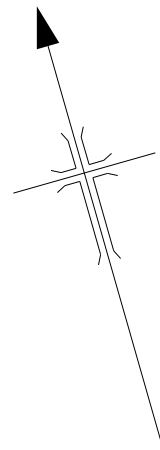
Annex A

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>

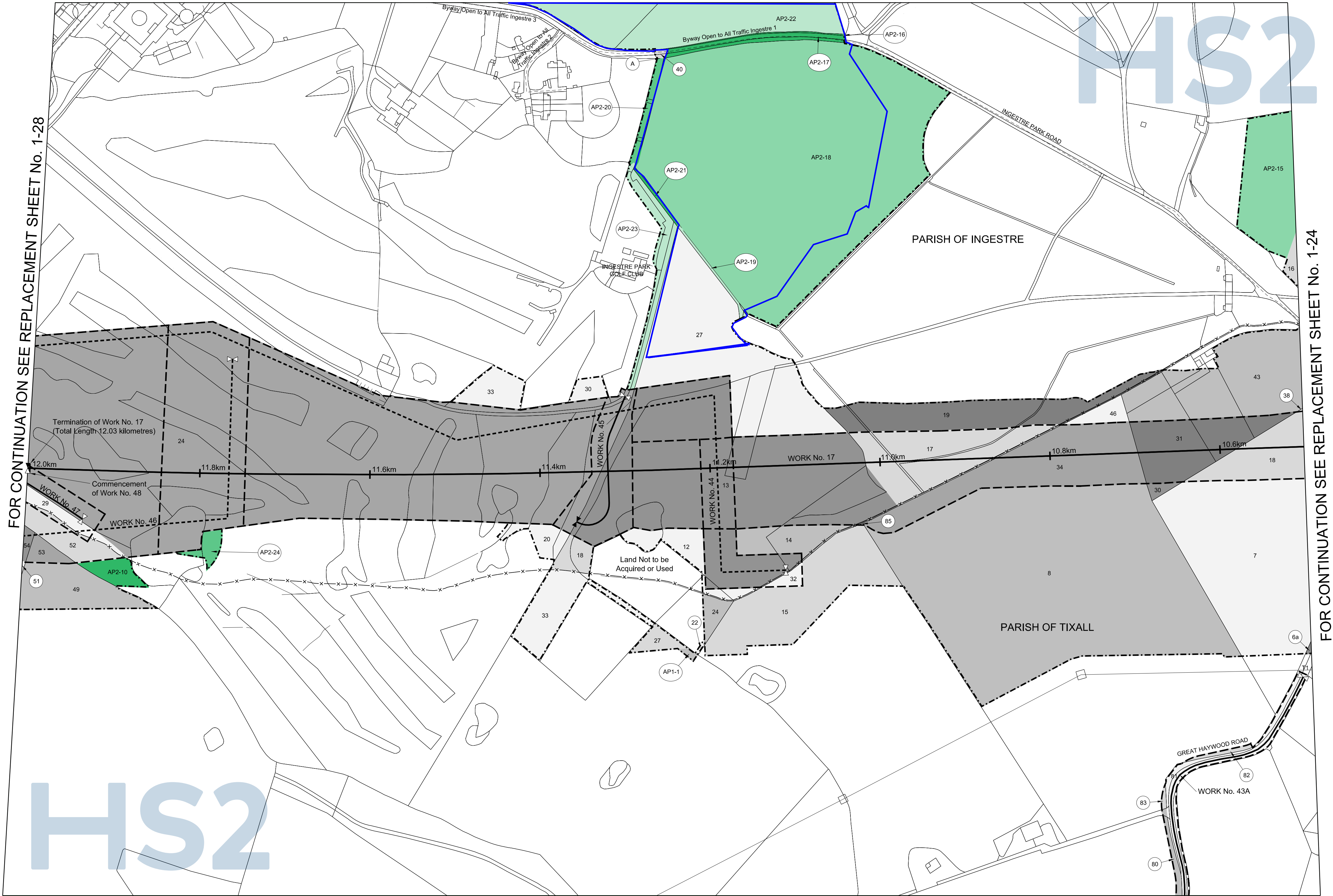
² A copy can be found at <https://www.gov.uk/government/publications/understanding-the-hybrid-bill-hs2-phase-2a-information-papers>



ANNEX B

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)
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For Section of Work No. 17 see Sheet No. 2-13
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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

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ADDITIONAL SHEET No. 1-26A

IN PARLIAMENT - SESSION 2017-19

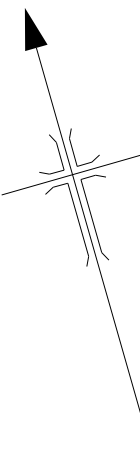
HIGH SPEED RAIL
(WEST MIDLANDS - CREWE)

ADDITIONAL PROVISION
(FEBRUARY 2019)

Additional Land

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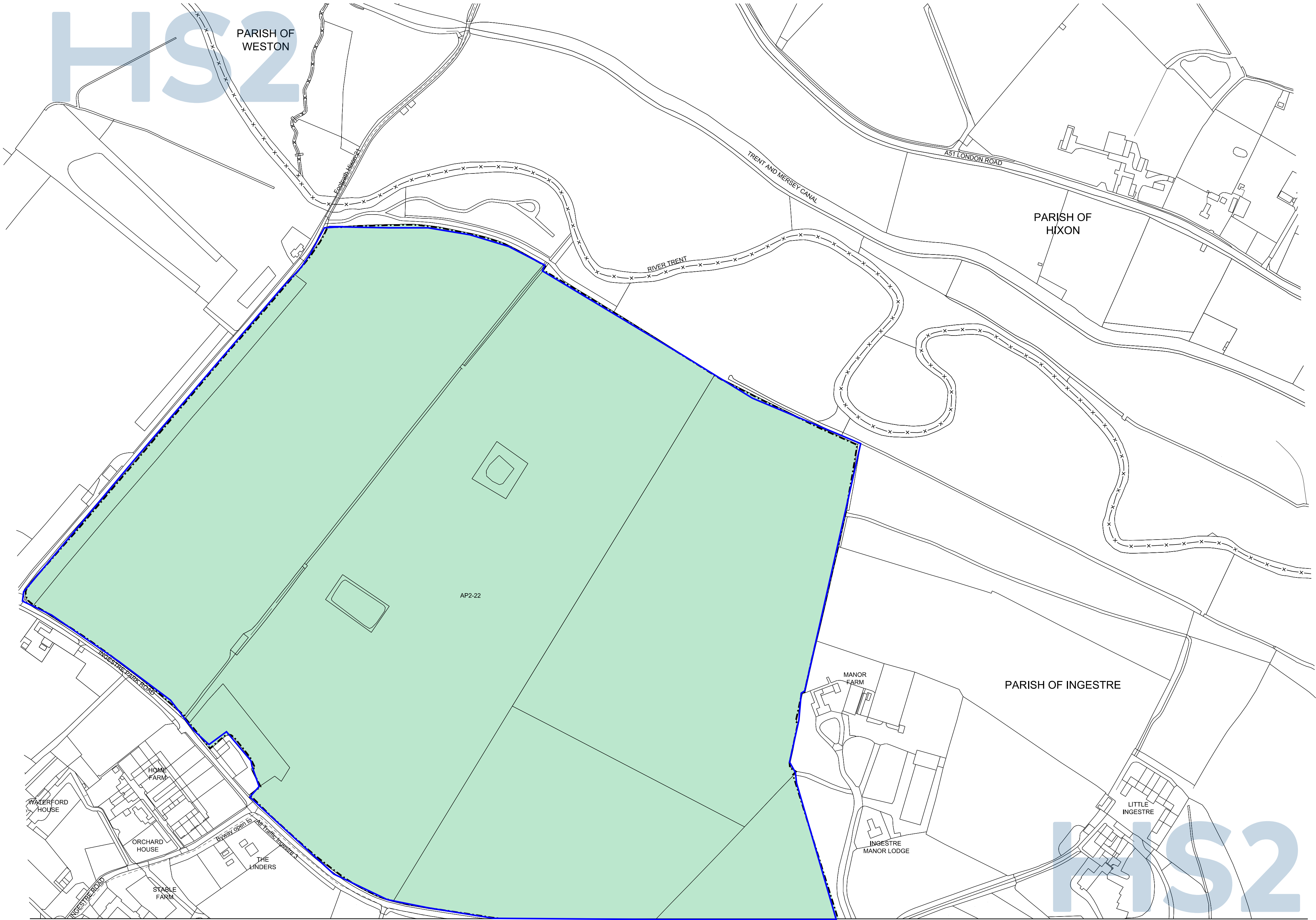


Annex B

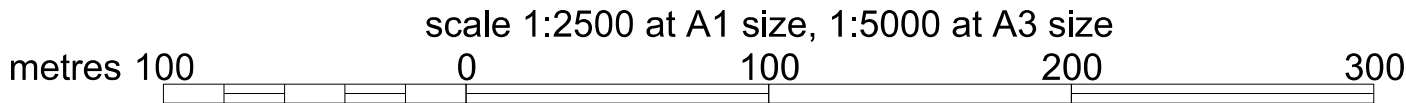
COUNTY OF STAFFORDSHIRE

BOROUGH OF STAFFORD

PLAN



FOR CONTINUATION SEE REPLACEMENT SHEET No. 1-26



Annex B

COUNTY OF STAFFORDSHIRE
BOROUGH OF STAFFORD
PLAN

REPLACEMENT SHEET No. 1-28

IN PARLIAMENT - SESSION 2017-19

HIGH SPEED RAIL
(WEST MIDLANDS - CREWE)

ADDITIONAL PROVISION
(FEBRUARY 2019)

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Work No. 47 (Bridge)
Work No. 48 (Railway)
Works Nos. 49, 49A (Access Roads)

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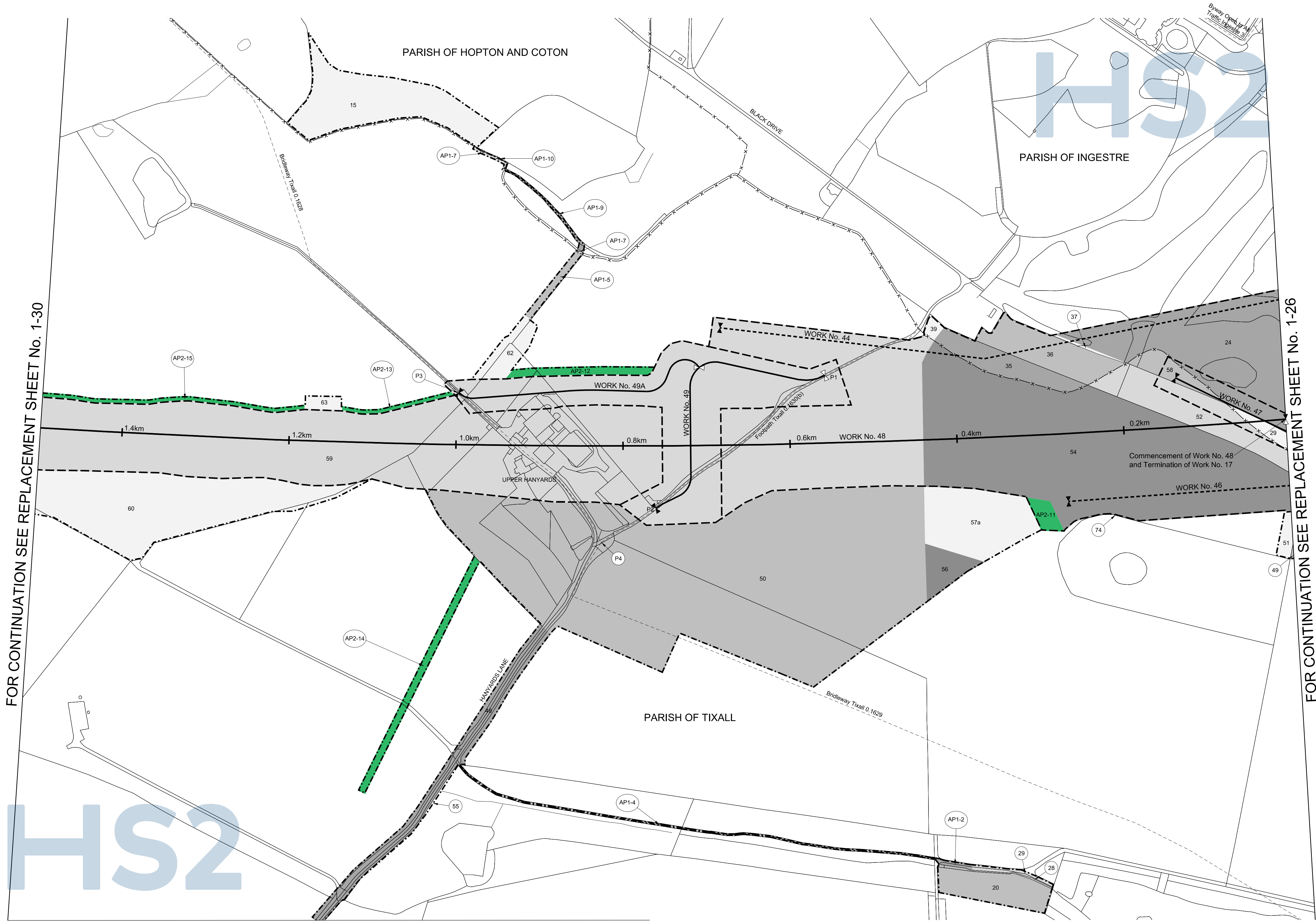
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Plots 41, 45, 65 and 68 removed in the Parish of
Tixall



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

Ingestre Park Golf Club

Kingston Hill Golf Club t/a Ingestre Park Golf Club

Ingestre

Stafford

Staffordshire

ST18 0RE

FAO Mr G Matthews

15 May 2019

Dear Geoff

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

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

Minimising Disruption

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

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

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

The Assurance will be included in the Register of Undertakings and Assurances, which is held by the Department for Transport. Drafts of the Register will be published regularly during the passage of the Bill and it will be finalised after Royal Assent. The Nominated Undertaker will be contractually obliged to comply with all relevant Undertakings and Assurances set out in the Register. Further information on

how the Secretary of State will ensure compliance with assurances made by HS2 Ltd is set out in HS2 Phase 2A Information Paper B5, Compliance with Undertakings and Assurances¹.

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

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

Compensation

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

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

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

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

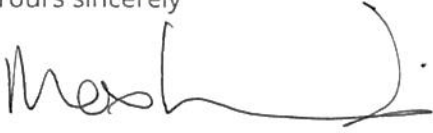
Transcripts

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

¹ A copy can be found at <https://www.gov.uk/government/publications/understanding-the-hybrid-bill-hs2-phase-2a-information-papers>

You will clearly wish to reflect on the Committee's report when it is available and consider the outcome with members. If the Committee conclude in favour of the AP2 reinstatement, I hope that the Club will be able to get behind those proposals and that we can work together to deliver a future for the club in Ingestre. I await to hear from you with your availability if you would like to meet and move forwards together.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Max', followed by a long horizontal stroke and a small upward curve at the end.

PE

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

Encs.



Ingestre Park Golf Club

Ingestre · Stafford · ST18 ORE

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Michael Eckett
Head of Acquisitions, Land Property
High Speed Two (HS2) Limited
1 Eversholt Street
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22nd May 2019

Dear Michael,

Re : Ingestre Park Golf Club Petition HS2 – AP2 00025

We refer to your letter of 15th May together with the letter of the same date from Oliver Bayne. We are still firmly in the belief that we should be relocated but are prepared to enter into further discussions with you (without prejudice) to try and further understand your proposals and assurances.

We remain convinced that HS2 has significantly under estimated the true costs of the AP2 proposal and cannot understand why you have chosen to disregard the advice and costings of our professional Bob Hunt who has built and designed in excess of 400 golf courses worldwide.

You have provided us with no true understanding of the scheme you propose, or how we are to overcome the many issues with the scheme which we highlighted in our petition. As a consequence we have many questions with regards to costs, scheduling etc.

I would respectfully request that you forward details of all aspects for our consideration prior to our next meeting, such information should include the following:

- Course routing plan and timeline
- A plan of the nine-hole course that is to remain in use
- Details of the considerable disruption referred to
- Costings and a detailed explanation of how the costings have been arrived at
- We would require confirmation that the costings relate to the submitted routing plan
- Details of the use of the access road and losses to car parking facilities
- Detailed information with regards to the implications of the pipeline diversions effecting both the existing Ingestre site and any impact it may have on the AP2 land

We have many other questions but in order for meaningful discussions to take place these fundamental issues must be addressed in the first instance. If we do not know what is proposed, how can you expect us to seek the support of 650 plus members of the Club?

We would welcome the opportunity to have early discussions with you but only after receipt of the information which we have highlighted and anything else that you deem may be appropriate.

Yours sincerely,

Geoff Matthews

Hon Secretary

c.c. Oliver Bayne



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

5 June 2020

Dear Geoff

**HIGH SPEED RAIL (WEST MIDLANDS – CREWE) BILL – HOUSE OF LORDS SELECT COMMITTEE:
PETITION HS2-HOL-029 – KINGSTON HILL GOLF CLUB LIMITED T/A INGESTRE PARK GOLF CLUB**

I refer to your letter of 26th May received by email and my initial response to yourself on even date and to my reply to Bob Hunt also on 26th May that sought to address many of the points in your letter.

As explained in my emails, the interface between the HS2 works and the Cadent and BPA Pipeline diversions are complex and my Phase 2a colleagues have been doing a lot of work with those two utility companies looking at how they can re-programme the works to lessen the impact of the railway and utility works on the Club. I hope my email gave you an insight into just how difficult this is and why it is not the work of 5 minutes as your letter implies. HS2 has booked outages with the two utility companies and shifting these (if possible) so that the companies can maintain their services during the disruption takes many months of planning and would also involve re-negotiating contracts, which take their own additional time.

At present with the delay to Royal Assent, Covid-19 (that has disrupted the survey programme), the Delivery into Service Date being fixed with a desire to bring this forward the railway programme has been condensed and finding flexibility to put back the utilities or switch the order they occur at this location is very challenging indeed.

As I have explained, there is not presently a workable solution that would enable us to guarantee the Club continuous use of 18-holes before the major utility diversions commence. The team continue to work on this and are in discussions with Cadent and BPA on just what is possible with an acceptable cost and risk profile.

At present, the HS2 programme is based on the following key dates (excluding surveys):

- Royal Assent Q4 2020 / Q1 2021?
- Earliest land acquisition date by CPO notice c. April/May 2021 (subject to RA above plus c.3.5 months)
- Access for first utility diversion Jan 2022
- Sequence of BPA diversion (2022) then Cadent in 2023
- Golf course capacity reduced until “new” course holes available from Jan 2022

I have been speaking with Nick Hilton – the Head of Phase 2a Delivery – who has taken a personal interest in this case and would be happy to arrange for Nick to call Bob and yourself to explain what he and his team have been doing in this regard in more detail should you find that beneficial.

Turning to the other parts of your letter.

Pipeline Drawings

Bob kindly acknowledged that Utility Drawings have been provided and these were again sent by email on 26 May 2020. I attach HS2 Phase 2a Information Paper B3: Limits on Parliamentary Plans. I also attach Hybrid Bill Plans and Sections for Works No. 44 (Fuel Pipeline), Work No. 46 (Gas Main) and Work No.17 Railway.

For the existing alignment, the Club have the Title (HMLR title SF308168) which refers to a Deed of Grant dated 10 May 1976 and a Conveyance dated 30 December 1966. These will have plans attached that show the as built alignment of the utility apparatus.

30% Turfgrass

The Supplementary Environmental Statement 2 and Additional Provision 2 Environmental Statement (SES2 and AP2 ES) makes assumptions around the design of the reconfigured golf course as part of AP2-002-010 in order to assess the potential likely significant environmental effects of the reconfiguration. One assumption is that 'existing mature trees and hedgerows and any other features of ecological or historic value will be incorporated into the design. The maintained playing area is likely to occupy no more than 30% of the additional land, allowing for substantial woodland planting and habitat creation.'

You have raised a potential non-compliance issue that as a proportion of the smaller area of land intended to be used for the reconfigured golf course, the area of maintained turfgrass as a proportion of the current reconfiguration boundary is around 39% (in excess of the 30% stated in the SES2 and AP2 ES). Laura Setright has instructed consultants to confirm whether having an area of 39% turfgrass which utilises a smaller proportion of land than that assumed under AP2-002-010 would create any new or different significant environmental effects compared to the AP2 revised scheme. Once this work is available and reviewed, then Laura will lead on this aspect and a Telecon will be arranged to discuss.

In the meantime please confirm what percentage of the AP2 land the Club are planning to utilise for the course and, if possible, can this be broken down by grass, woodland etc..

Please also confirm what pre-existing features will be retained and or lost and the quantum of habitat creation being proposed on the retained course and the AP2 area.

If you have any questions in terms of what is required here please speak to Laura direct on 07825 230882.

OS Plan and Site Boundary

For progressing a planning application, you will need to rely on your own advisors in respect of Ordnance Survey maps. The team have explained previously that there are some irregularities to the boundaries that you have presented.

Site boundaries are subject to detailed design. The limits of the land that we can acquire are fixed by the limits of deviation on the Hybrid Bill plans.

Highways and Traffic

I attach a note ref C861-ARP-PT-NOT-000-000193 P01, which will be hopefully helpful to Bob. Please let me know if he needs anything further.

Schedule – Planning information register

Craig Rowbottom responded to the schedule. Craig has been in contact with the Council and is scheduling a meeting with the local planning authority and IDG.

Planning Application or Planning Direction

I have spoken to Bob and confirmed any planning application to the Local Authority would be run by IDG. A planning Direction request would require IDG preparation, assurance by LSH for submission to DfT.

Manor Farm Additional Land within AP2

There are several ways that the land acquisition may progress. HS2 could receive a blight notice from the landowners or may end up using powers of compulsion to acquire the land. If powers are exercised, we may end up acquiring a smaller area of land and potentially the working corridors may be by way of temporary notices. Land possessed temporarily which is not to be acquired may return to the landowner on completion of the work.

IPGC Land Remainder

It is proposed that any land from the existing golf course which is not required for the proposed reconfiguration of the golf course or the proposed railway will be used for any proposed environmental mitigation that have been agreed. HS2 Heritage are considering this point in conjunction with environment specialists.

Triangle Land

As previously explained to Bob Hunt, we have approached Mr Southwell, but he was at a funeral when we contacted him. Connolly has now followed this up with him and there is no reason not to contact the EA regarding the borehole licence.

Bob Hunt has asked about the hedge between 'the triangle and Ingestre Park Road', whether this is covered by a preservation order and noting that this is shown as 'important' in a conservation area appraisal. Bob has asked if HS2 is comfortable with this since he is assuming that visibility splays will be required, cutting into this hedge but anticipating replanting on the new inside line of the vision splay. He further notes that the crossing and access to a pumphouse would mean that a new hedge would not be

contiguous with a 5m gap. Consultants can be instructed to consider this point. However please would you be specific about where you are referring to? Is this item 'J' on your Masterplan drawing? .

With regard to the vistas, HS2 needs to understand what your designers (IDG) have done to accommodate the Conservation Area into the design. Once IDG present this, the team can consider whether this is likely to satisfy the local planning authority and subsequently DfT, if we proceed with a planning Direction.

Bob Hunt comments that the SES2 and AP2 ES indicate that a new abstraction licence would be subject to Habitat Regulations Appraisal (HRA) screening. Bob asks whether the HRA is something that HS2 would decide to do itself? The answer to this is that it is a no. It is a legal requirement based on legislation that requires a project to consider the likely significant effects on any Natura 2000 sites (include Special Areas of Conservation – of which Pasturefields is designated). The requirement of the HRA should be agreed between HS2, IPGC, the Environment Agency and the local Planning Authority.

Budgets

I remain open to considering an overall sum (exclusive of land save that required for the second crossing). Given the fluidity on design and interface issues I am assuming the budget is still at large, but if the Club is willing to fix it now given everything said above then I can consider this. In relation to this point are you now able to confirm that there is no VAT payable and that this can be excluded from the budget?

HS2 has always acknowledged that reasonable professional fees to deliver the reorganisation will be recoverable if we have an agreement to proceed.

Minutes

You have provided copy minutes from the Telecon of 12 May 2020. We have not been in the habit of agreeing meeting notes but if you would like this done please contact Connolly.

Yours sincerely



Michael Eckett

Head of Acquisitions

High Speed Two (HS2) Limited



Ingestre Park Golf Club

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Mr M Thurston
Chief Executive
High Speed Two (HS2 Ltd)
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B4 6GA

4th August 2020

Dear Mr Thurston,

Re: Ingestre Park Golf Club

I am most disturbed to have to set out further concerns and issues which have come to light which not only show a complete lack of respect for Ingestre Park Golf Club, its members and staff, but also to the Parliamentary process.

Our case has been drawn to your attention by our MP Theodora Clarke so I will not go into the background but our issues relate to our last Commons Select Committee and the assurances given and how matters have developed moving forward.

On 8th May 2019 the Commons Select Committee report was published and I would like to quote extracts from that Report.

Paragraph 83 "The Club could operate with 9 holes for 6 months and with 18 holes before and after that period and perhaps offer attractive / subsidised and reduced fees to golfers whilst the new course is created. The club was concerned that the realignment would reduce the visibility at the first tee. Security cameras for this area could also form part of the golf clubs claim for compensation".

Paragraph 84 "HS2 told us that the Secretary of State would be happy to support this way forward. 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 maintains current levels of employment for all their staff".

The Promoters Response to these statements was as follows "the Promoter welcomes the decision of the Select Committee and will work with Ingestre Park Golf Club to take forward the proposals in Additional Provision 2 to the Bill (AP2). The proposals were promoted with the aim of providing an opportunity for the Golf Club to continue as a local business and



employer. 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.”

I would refer also to the transcripts of the Commons Select Committee hearings dated 8th May 2019 and 2nd July 2018 there are many references about speeding up the delivery of the reconfigured course, ensuring 18 hole continuity except for a 6 month period and also references to what the cost of this reconfigured course would be, stated at £3.4m as against the golf clubs estimate of £5.6m and based on costing’s now obtained and established with you our figure is clearly the more accurate of the two. The references in the transcript are numbered 112 to 122, 146 to 147 (May 2019) and 479 to 481 (July 2018).

We receive a letter dated 15th May 2019 issued by Oliver Bayne on your behalf some 7 days after publication of the Second Select Committee giving ‘so called’ Assurances to the Golf Club which state:

“maintain 18 holes at Ingestre Park Golf Club until 6 months before the significant Construction Works Start Date and subsequently a minimum of 9 holes at the Ingestre Park Golf Club until the Significant Construction Works Start Date;”

and

“use reasonable endeavours to minimise the period during which there are fewer than 18 golf holes open”

In reality these assurances have no credibility, nor any relevance to the Select Committee Report recommendations particularly for the period after the Significant Construction Works Start Date.

Firstly the letter of Assurance makes no mention or guarantee of 18 holes of golf post Significant Construction Works start date and it could be interpreted that it gives no assurance about any form of golf. No wonder HS2 have always declined to provide us with recourse to legal representation and cover our costs as it appears you thought that this could be put to us without us realising the full implications.

It now appears from our latest discussions that 18 holes of golf can possibly be maintained at Ingestre until first quarter 2022 which is six months before Significant Construction starts i.e. when BPA come on site to divert the fuel pipeline, where after construction of the rail line is to start without break. Thereafter you claim that nine holes can be maintained until BPA come on site but have never been able to show us how this can be achieved nor give us any guidance about the provision of nine holes moving forward, never mind the eighteen holes as instructed by the Select Committee. We now also understand that certain pre-work mitigation proposals may be being formulated that would compromise the ability to maintain this number of holes. Our existing Hole 17 is being proposed for such works when this has always been beyond the Bill boundaries and has never been raised with us before.

In our weekly conference on Wednesday 29th July it was stated that our hole 17 should be capable of being retained until BPA come on site but this statement by itself is no firm commitment on your part. So many changes are now being thrown at us that we are left bemused, frustrated, and find it incredibly difficult to work in partnership with an organisation that is not transparent in the way it is trying to deliver the AP2 proposals.

We feel that this makes a mockery of the whole Select Committee Process for if there is no onus on HS2 to comply with the recommendations what is the point of going through the procedure?

Time continues to pass us by and there seems to be no urgency being placed on our situation by HS2. Each day that passes by, the likelihood of the golf club being able to maintain its status and sustainability is being challenged by the bureaucratic processes within your organisation and lack of clarity given to ourselves.

We were excited earlier this year when promoting this concept to our members on the instructions of HS2 and received almost unanimous support. We now have grave doubts about your organisations ability to deliver in a prompt and effective manner.

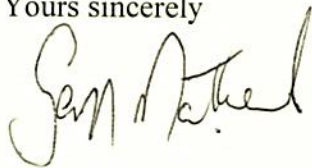
Finally I would like to demonstrate to you just one of many issues which is challenging us and delaying the delivery of this project and where it appears that HS2 are showing complete disregard to our position. Through our weekly conference calls we have been asking for a meeting with the Chief Planning Officer (CPO) at Stafford Borough Council which HS2 staff agreed to take forward with a view to determining the most appropriate and effective planning application route.

We have learnt only this week from the Council that a request was received by the CPO and that he responded on 26th June 2020 and said to Paul Gilfedder that "I had previously had separate meetings with HS2 staff and representatives of the club and their consultants, but I am however a little uncertain about the current position of each party, what has been agreed between the parties and what I need to do read in advance of a meeting. I asked for a brief note which indicates what the current situation is and which e mails and other documents I need to read in advance of a meeting. In terms of arranging a meeting I did suggest what my availability was for the first two weeks of July and invited HS2 to suggest days and times for a meeting that I could respond to. I received no response."

Such matter was never referred back to the Club or its advisers and this is just one of many instances where we believe that HS2 are trying to deprive the club of a long term business and facility for the community of Ingestre and its surrounds. It is only since we learnt of HS2's disregard of this matter that they are now trying to progress it forward albeit in a slow and bureaucratic manner.

Ingestre Park Golf Club and its golf advisers IDG have worked tirelessly to try to take forward the proposals contained in AP2 and we expect HS2 to treat us fairly and in accordance with the guidance and decisions of the Select Committee and await your comments with extreme interest.

Yours sincerely



Geoff Matthews
Honorary Secretary
Ingestre Park Golf Club

c.c. Theodora Clarke Member of Parliament for Stafford
c.c. Nick Hilton, Project Director, HS2 Limited
c.c. Michael Eckett, Head of Property Acquisitions, HS2 Limited
c.c. Connolly Meagher, HS2 Limited

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Geoff Matthews
Honorary Secretary
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By email: office@ingestregolf.co.uk

12 August 2020

Dear Mr Matthews,

**HIGH SPEED RAIL (WEST MIDLANDS – CREWE) BILL – HOUSE OF LORDS SELECT COMMITTEE:
PETITION HS2-HOL-029 – KINGSTON HILL GOLF CLUB LIMITED T/A INGESTRE PARK GOLF CLUB**

Thank you for your letter of 4 August 2020.

First, I understand that weekly meetings between the parties are taking place to continue to take forward the Club's reconfiguration proposals, and I can assure you that we remain committed to doing what we can to help you deliver the Club's successful reconfiguration. That said, as well as facilitating the proposed reconfiguration of the Club, we are also charged with delivering a major infrastructure project with associated programme issues, risks and costs.

Ingestre Park Golf Club's petition against Additional Provision 2 (AP2) to the Phase 2a Bill was heard in Select Committee on 8 May 2019. The hearing was essentially about the proposed sideways reconfiguration of the golf course proposed under AP2 versus the wholesale relocation to a site in Tixall favoured by the Club. During the hearing we explained what the AP2 proposals were expected to mean for the Club, in terms of having less than 18 holes available. Following the hearing, on 15 May, we issued the assurance you cite in your letter. On the same day, we also wrote explaining how disruption could be minimised and setting out how the Club could bring forward a claim for compensation.

The House of Commons Select Committee transcripts provide a record of the hearings. The Select Committee then considers the evidence they have heard and set out their findings in their Special Reports. Paragraphs 79 -84 of the Third Special Report of Session 2017-19 set out the Select Committee's findings in respect of the Club, saying that they supported the AP2 proposals over the wholesale relocation to Tixall and that they expected the Club to work with us to deliver the proposals. As you say, the Promoter's response to the Select Committee's report welcomed that decision and said that we would work with the Club to deliver the AP2 proposals.

The principle of the assurance given in May 2019 remains unchanged. 18 holes of play should be available for the period up to January 2022 notwithstanding disruptions due to survey activities. A minimum of 9 holes would then be available from then until September 2022 but the re-programming of our works that we have undertaken since last year now means that we can offer more overall space during this temporary period. By September 2022 it is assumed that the Club will have delivered its reconfiguration

using land acquired by us so that 18 holes are once again in play. At this point the final works boundary for our works has to be fixed and these details have been discussed between the parties at numerous meetings.

We are prepared to meet agreed costs incurred by the Club in relation to the design and reconfiguration of the golf course together with the costs associated with formalising those arrangements. To date, we have provided interim funding for the Club's golf course architect to design a reconfigured golf course. However, it is not for us to fund petitioning costs, and any such costs are the responsibility of the Club¹.

The reconfigured golf course is to be designed by your golf course architect, International Design Group. They have been involved in discussions about the potential relocation of ecological mitigation required for our scheme. Hole 17 was suggested as a potential receptor site at a meeting on 4 September 2019. Subsequently, the parties have discussed an alternative receptor site for this mitigation planting.

I note your frustration about a proposed meeting with planning officers at Stafford Borough Council (SBC). We contacted SBC to set up a meeting to discuss the process and information needed for a planning Direction under the Phase 2a Bill. Such a Direction can only be used for works that are within Bill limits. However, until recently, the Club had been pursuing a twin track approach and had sought to keep both a planning Direction under the Bill and a planning application under normal planning legislation in play. Now, technical planning meetings are in hand, and the parties are working together in preparation for a meeting with SBC.

I hope that this addresses the issues raised in your letter.

Yours sincerely,



Mark Thurston
Chief Executive
High Speed Two (HS2) Limited

cc: Theo Clarke MP

¹ This is explained in HS2 Phase 2a Information Paper C9: Recovery of Costs by Property Owners, a copy of which can be found [here](#).



Department for Transport

Geoff Matthews
Honorary Secretary
Ingestre Park Golf Club
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Jon Griffiths
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25 August 2020

By email: office@ingestregolf.co.uk

Dear Mr Matthews,

In my capacity as Deputy Director and Senior Responsible Officer for Phase 2a of High Speed 2, and on behalf of the Secretary of State for Transport, I wanted to write to you ahead of your hearing before the House of Lords Select Committee on the High Speed Rail (West Midlands – Crewe) Bill on 2 September 2020.

You have been in discussion with HS2 Ltd who are working on behalf of the Promoter of the Bill, and Ministers have been made aware of the most recent cost estimates for the Ingestre Park Golf Club (IPGC) reconfiguration provided by International Design Group. I can confirm that the Secretary of State for Transport is committed to the AP2 reconfiguration scheme, but I also wanted to reiterate the conditions upon which the offer of reconfiguration is made.

The House of Commons Select Committee to this Bill recognised IPGC as a community asset. That was the basis upon which (in its Third Special Report 2017-19) the Select Committee founded its request to the Secretary of State to work with you to come to an agreement on delivery of the AP2 reconfiguration. The resulting discussions on that basis have led to an expected cost to the taxpayer well beyond that which IPGC would be entitled to receive under the Compensation Code.

Having regard to these matters, the need to secure value for money and to safeguard the public interest, Ministers remain willing to fund the reconfiguration of the Golf Course authorised under the Bill on the following basis:

- That the amount of funding provided to IPGC for that purpose is subject to a ceiling or cap, beyond which the Secretary of State is not prepared to provide funding and any spend on reconfiguration above this will have to be met by IPGC;
- That the Secretary of State will require “step-in” rights to IPGC in order to take over IPGC and retain its property if there is any financial difficulty or IPGC do not adhere to the terms within the agreement reached; and
- That IPGC commits to providing significant opportunities for the local community to enjoy the facilities offered by the reconfigured course in addition to those that have hitherto been available.

The “step-in” rights mentioned above will give the Secretary of State certainty over the investment being made. These will include the right to step in to complete the development of the course should IPGC not be able to do so for any reason, to take a charge over the course to protect the expenditure of public money in the event of insolvency and to include a restrictive covenant over the course to secure the long-term use of that land for recreation/leisure and measures to preserve the Club’s status as a community asset.

The ways in which IPGC could provide significant opportunities for the local community to enjoy and to benefit from the reconfigured course could include: opening of the clubhouse for community groups to use for meetings/gatherings free of charge; reduced green fees for local golfers; reduced membership fees for those households within a certain radius of the Club; engagement with the local community in relation to golf coaching using golf as a hobby for wellbeing, exercise etc.; engagement with local schools and colleges offering golf tuition and structured pathways to becoming a regular golfer / member; enhanced access to play the course for local school and college pupils; dedicated programmes to attract youth players, members from disadvantaged backgrounds and golfers with physical or mental disability; programmes specifically aimed at attracting golfers / members from black, Asian and minority ethnic backgrounds; open days for local fund raising (using golf as the fund-raising vehicle). However, this list is not exhaustive and the terms of how IPGC will reflect its status as a community asset will need to be agreed with you under the terms of the contract.

Nevertheless, I want to make clear that all of these points are non-negotiable and writing these terms into the contract are the basis on which the Secretary of State is willing to proceed.

Yours sincerely,



Jon Griffiths

Deputy Director, Senior Civil Servant and SRO for HS2 Phase 2a Bill

Cc: Theo Clarke MP