## EXHIBIT LIST

Reference No: HOC/00148  
Petitioner: Ingestre Park Golf Club  
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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

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 fallback 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

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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
Dear Mrs Greaves-Bentley


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;

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28 June 2018
“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